

City Clerk File No. Ord. 16-051

Agenda No. 3-A 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.051

**TITLE: AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO
RENEW ITS LEASE WITH 199-201 SUMMIT AVENUE, LLC
FOR THE CITY OF JERSEY CITY'S RENTAL OF OFFICE SPACE AT
199-205 SUMMIT AVENUE, JERSEY CITY FOR TWO ADDITIONAL
YEARS**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City ("City") needed to lease space for the operation of the Department of Health and Human Services or other City offices, bureaus, clinics of the City; and

WHEREAS, Ordinance 13.145 adopted on January 15, 2014 authorized the City to execute a Lease Agreement with 199-201 Summit Avenue, LLC ("Summit") for property listed on the official tax map of Jersey City as 199-205 Summit Avenue also known as Block 15201, Lot 65, formerly known as Block 1906, Lots N-1 and N-2 together with fifteen (15) classroom trailers which include two (2) trailers for use as combined men/women toilet facility trailers and a free standing garage structure located on Storms Ave, Jersey City ("Leased Premises"); and

WHEREAS, the term of the lease commenced on April 1, 2014, and terminates on March 31, 2016, subject to the City's right to exercise an option to renew the lease; and

WHEREAS, the City desires to renew the lease for an additional two (2) years effective April 1, 2016; and

WHEREAS, the City shall pay to Summit as rent the sum of \$302,400.00 for the first year, payable in equal and consecutive monthly installments of \$25,200.00 per month and the sum of \$304,800.00 for the second year, payable in equal and consecutive monthly installments of \$25,400.00 per month; and

WHEREAS, in addition to the annual rent, the City shall pay all charges for sewer, water or other utilities used by the City, which are or may be assessed upon the Leased Premises; and

WHEREAS, the City will be responsible for the routine maintenance of the Leased Premises and Summit shall be responsible for maintaining the overall premises, including the physical structure and HVAC systems; and

WHEREAS, pursuant to N.J.S.A. 40A:12-1, 40A:12-3 and 40A:12-5 (1), a municipality may by ordinance, acquire property by lease without public bidding; and

WHEREAS, funds in the amount of **\$65,000.00** are available in Account No. **01-201-31-432-304**

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached Exercise of Lease Option Agreement with 199-201 Summit Avenue, LLC for space located at 199-205 Summit Avenue, also known as Block 15201, Lot 65, together with fifteen (15) classroom trailers which include two (2) trailers for use as combined men/women toilet facility trailers and a free standing garage structure located on Storms Ave, Jersey City;
 2. The term of the lease shall be for two (2) years effective April 1, 2016, and shall terminate on March 31, 2018, subject to the City's option to renew the lease for one (1) additional year;
 3. The rent for the first year shall be \$302,400.00, payable in equal and consecutive monthly installments of \$25,200.00 per month, and the rent for the second year shall be \$304,800.00, payable in equal and consecutive monthly installments of \$25,400.00 per month.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner as provided by law.
 - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

I, _____, Donna Mauer, Chief Financial Officer, hereby certify that there are funds in the amount of **\$65,000.00** available for the payment of the above Ordinance in Account No. **01-201-31-432-304**

RR
3-9-16

APPROVED AS TO LEGAL FORM

APPROVED: _____

APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required ☒

Not Required ☐

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO RENEW ITS LEASE WITH 199-201 SUMMIT AVENUE, LLC FOR THE CITY OF JERSEY CITY'S RENTAL OF OFFICE SPACE AT 199-205 SUMMIT AVENUE, JERSEY CITY FOR TWO ADDITIONAL YEARS

Project Manager

| | | |
|---------------------|------------------|-------------------|
| Department/Division | Administration | Real Estate |
| Name/Title | Ann Marie Miller | Manager |
| Phone/email | 547-5234 | Annmarie@jcnj.org |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City needed to lease space for the operations of the Dept. of Health and Human Services. Ordinance 13.145 adopted on January 15, 2014 authorized the City to execute a Lease Agreement with 199-201 Summit Avenue, LLC ("Summit") for property known as 199-205 Summit Ave, together with fifteen (15) classroom trailers. The term of the lease commenced on April 1, 2014, and terminates on March 31, 2016, subject to the City's right to exercise an option to renew the lease. The City desires to renew the lease for an additional two (2) years effective April 1, 2016. The City shall pay to Summit as rent the sum of \$302,400.00 for the first year, payable in equal and consecutive monthly installments of \$25,200.00 per month and the sum of \$304,800.00 for the second year, payable in equal and consecutive monthly installments of \$25,400.00 per month.

Cost (Identify all sources and amounts)

Annual rent first year is \$302,400.
Annual rent second year is \$304,800.

Contract term (include all proposed renewals)

Two year lease effective April 1, 2016 to March 31, 2018.

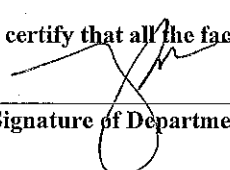
Type of award

If "Other Exception", enter type

Additional Information

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I certify that all the facts presented herein are accurate.


Signature of Department Director

3/01/16
Date

EXERCISE OF LEASE OPTION PURSUANT TO
LEASE DATED MARCH 10, 2014 BETWEEN
199-201 SUMMIT AVENUE, LLC, AS LANDLORD
AND
THE CITY OF JERSEY CITY, AS TENANT

WHEREAS, on or about March 10, 2014 an Agreement of Lease was entered into by and between 199 – 201 Summit Avenue, LLC, as Landlord and The City of Jersey City, as Tenant with respect to property at 199 – 205 Summit Avenue, a/k/a Block 15201, Lot 65, formerly known as Block 1906, Lots N-1 and N-2 together with fifteen (15) classroom trailers which include two (2) trailers for uses as combined Mens/Womens Toilet Facility trailers and a free standing garage structure located on Summit Avenue, Jersey City, New Jersey; and

WHEREAS, the initial term of the Lease was for a two (2) year period, commencing April 1, 2014 and terminating on the last day of March, 2016; and

WHEREAS, the aforesaid Lease Agreement contained, amongst other things an option for the Tenant to extend the term of the Lease provided that said Lease was in full force and effect and Tenant not in default and on the same terms and conditions for an additional three (3) years as individual one (1) year options (the "Extended Term"); and

WHEREAS, the Tenant not being in default thereunder and in compliance with the terms thereof has delivered notice in writing to the Landlord at least ninety (90) days but not more than one hundred eighty (180) days prior to the expiration of the initial term, that it wishes to exercise the option for two (2) one (1) year terms; and

The Landlord acknowledging receipt of Tenants written notice to exercise the option for two (2) one (1) year periods, and in compliance with the terms of the Lease regarding payment of rent during the Option Period agrees that the fixed rent shall increase annually during each of the Option years using the Consumer Price Index for all Urban Customers (CPI-U) the New York, New Jersey and Northeast Region as promulgated by the U.S. Bureau of Labor Statistics using the years 1982 – 1984 as the base of 100; and

WHEREAS, the parties further agree that the Index in effect ninety (90) days before the increase is to occur in December, 2015 which would be .08 base points increase as compared to the Index in effect one (1) year prior to the Index Date. The Adjustment would therefore make the rent factor 100.8% per square foot X 21600 square feet which shall be the rent for the first year of the two year option period payable at a monthly rental of \$25,200.00 and the monthly rental of \$25,400.00 for the second year of the exercised option period, and

WHEREAS, in all other respects the Agreement of Lease dated March 10, 2014 is hereby restated as being in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed this day of , 2016.

Tenant: The City of Jersey City

ATTEST:

By: _____

Landlord: 199 – 201 Summit Avenue, LLC

By: _____
Peter Gargiulo – Manager

City Clerk File No. Ord. 16.052

Agenda No. 3. B 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.052

TITLE: AN ORDINANCE TO EXERCISE THE CITY'S OPTION TO EXTEND THE TERM OF THE LEASE WITH EVANGELISMOS GREEK ORTHODOX CHURCH FOR THE USE OF 29 PARKING SPACES LOCATED AT BLOCK 15103, LOT 1, MORE COMMONLY KNOWN AS 651 MONTGOMERY STREET, FOR ONE (1) YEAR

COUNCIL

offered and moved adoption of the following Ordinance:

WHEREAS, on April 1, 2014 the City of Jersey City ("the City") entered into a lease with Evangelismos Greek Orthodox Church ("the Church") for the use of 29 of the available parking spaces in the Church's parking lot for the City's daily weekday use; and

WHEREAS, Article II of the Lease provided that the City had an option to extend the term of the of Lease for an additional three (3) years as individual one (1) year options; and

WHEREAS, the City wishes to exercise its option to extend the term of the of Lease for an additional one (1) year beginning on April 1, 2016 and ending on March 31, 2017; and

WHEREAS, pursuant to the terms of the existing Lease, the Church agrees to grant the City the right to use the 29 parking spaces at a rate of \$55 per space, per month or \$1,595.00 payable on or before the first day of each month, pursuant to the provisions of the Lease attached hereto; and

WHEREAS, there are sufficient funds in the Municipal Rental Account, account #01-201-31-432-304, available to pay the rental charges incurred by this Ordinance; and

WHEREAS, it is in the best interests of the City to exercise its option to extend the term of this of Lease for an additional one (1) year; and

WHEREAS, pending the passage of this Ordinance, the City will be in holdover status.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The City hereby exercises its option to extend the lease of 29 of the available parking spaces in the Church's parking lot for the City's daily weekday use, for an additional one year.
 - A. The Property: Block 15103, Lot 1 on the official tax map of the City, more commonly known by the street address of 651 Montgomery Street, Jersey City, New Jersey 07306.
 - B. The Lessor: Evangelismos Greek Orthodox Church
 - C. The Term: One (1) year.

**AN ORDINANCE TO EXERCISE THE CITY'S OPTION TO EXTEND
THE TERM OF THE LEASE WITH EVANGELISMOS GREEK
ORTHODOX CHURCH FOR THE USE OF 29 PARKING SPACES
LOCATED AT BLOCK 15103, LOT 1, MORE COMMONLY KNOWN AS
651 MONTGOMERY STREET, FOR ONE (1) YEAR**

- D. The Fee: \$55.00 per space, per month, or \$1,595 per month for one year beginning April 1, 2016 and ending March 31, 2017. The City shall pay the Church \$1,595 by April 1, 2016.
2. The final form of the Lease shall be in the form attached subject to such modifications as the Business Administrator or the Corporation Counsel deem necessary.

JJH 3/14/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

AN ORDINANCE TO EXERCISE THE CITY'S OPTION TO EXTEND THE TERM OF THE LEASE WITH EVANGELISMOS GREEK ORTHODOX CHURCH FOR THE USE OF 29 PARKING SPACES LOCATED AT BLOCK 15103, LOT 1, MORE COMMONLY KNOWN AS 651 MONTGOMERY STREET, FOR ONE (1) YEAR

Initiator

| | | |
|---------------------|------------------------------|--------------------------------------|
| Department/Division | Department of Administration | Office of the Business Administrator |
| Name/Title | Robert J. Kakoleski | Business Administrator |
| Phone/email | 201-547- 5147 | rjkakoleski@jcnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This Ordinance will allow the City to exercise a one (1) year option under an already existing lease allowing the City to continue using the parking lot located at 651 Montgomery Street.

I certify that all the facts presented herein are accurate.



Robert J. Kakoleski
Business Administrator

March 14, 2016
Date

LEASE between JERSEY CITY and EVANGELISMOS GREEK ORTHODOX CHURCH

THIS LEASE, dated as of the 1st day of **APRIL, 2014** between

EVANGELISMOS GREEK ORTHODOX CHURCH, with offices located at 661 Montgomery Street Jersey City, New Jersey 07306, hereinafter referred to as the Landlord, and the **CITY OF JERSEY CITY**, with offices at 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the Tenant;

WHEREAS, the Tenant's Department of Health & Human Services is relocating some of its offices to a certain property located at 199 Summit Avenue; and

WHEREAS, the property located at 199 Summit Avenue lacks sufficient parking space for all of the employees who will be working there; and

WHEREAS, the Landlord is the owner of a certain property near 199 Summit Avenue known as Block 15103, Lot 1 on the official tax map of the City, and is more commonly known by the street address of 651 Montgomery Street, Jersey City, New Jersey 07306, hereinafter referred to as the Premises; and

WHEREAS, the Premises contains a parking lot suitable for use by the Tenant's employees who will be working at 199 Summit Avenue; and

WHEREAS, the Tenant wishes to use 29 of the available parking spaces in the Premises for the Tenant's daily weekday use; and

WHEREAS, the Landlord agrees to lease to the Tenant the use of these 29 spaces, hereinafter referred to as the Leased Premises for the term and rent specified herein.

THE TERMS AND CONDITIONS OF THE LEASE ARE AS FOLLOWS:

The Landlord hereby leases to the Tenant, the parking spaces noted above in accordance with and subject to the terms and condition of this lease.

ARTICLE I

Term:

The Initial Term of this Lease shall be for two (2) years beginning **APRIL 1, 2014** and terminating on **MARCH 31, 2016**.

ARTICLE II

Option to Renew or Extension of Lease Term:

During the Initial Term of this Lease the Tenant shall have the option to extend the term of this lease, provide that same is in full force and effect and the Tenant is not in default hereunder and on the same terms and conditions for an additional three (3) years as individual one (1) year options (the "Extended Term"). The Tenant shall deliver written notice to the Landlord at least ninety (90) days but not more than one-hundred eighty (180) days prior to the expiration of the Initial Term with time being of the essence to the option to extend the lease. Such notice shall be by certified mail.

The Tenant, with the consent of the Landlord, may also extend the term or terms of the lease agreement for such periods and upon such conditions as the parties may agree. If the Tenant shall

remain in the Leased Premises after the expiration of the term of this Lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this Lease. The Landlord may treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration thereof.

ARTICLE III

Termination of Lease:

This Lease shall end at the expiration of the initial term or renewed term or may sooner terminate pursuant to the provisions of this lease or pursuant to law. Upon the expiration or other termination of this Lease, the Tenant shall, at its sole cost and expense, cease its operations, remove all personal property and restore the Leased Premises to its original condition, reasonable wear and tear caused by Tenant is excepted.

ARTICLE IV

Rent:

The Tenant shall pay rent to the Landlord for the use of the 29 spaces within the Leased Premises as follows: \$50.00 per space, per month for the duration of this Lease, or \$1,450.00 payable on or before the first day of each month, commencing as soon as this Lease is executed and not later than July 1, 2014.

Should the term of this Lease be extended for a third year, the rent shall be as follows: \$55.00 per space, per month for the duration of this Lease, or \$1,595.00 payable on or before the first day of each month.

Should the term of this Lease be extended for a fourth year, the rent shall be as follows: \$60.00 per space, per month for the duration of this Lease, or \$1,740.00 payable on or before the first day of each month.

Should the term of this Lease be extended for a fifth year, the rent shall be as follows: \$65.00 per space, per month for the duration of this Lease, or \$1,885.00 payable on or before the first day of each month.

Should the term of this Lease commence or end on a day other than the first day of a calendar month, then the rental for such partial month shall be pro-rated on a daily basis based upon a thirty (30) day calendar month.

ARTICLE V

Use of the Leased Premises:

The Tenant shall be entitled to use these 29 parking spaces between the hours of 6:00 AM and 7:00 PM every Monday, Tuesday, Wednesday, Thursday and Friday of every week.

The Landlord shall be entitled to use the same 29 parking spaces between the hours of 7:01 PM and 5:59 AM every Monday, Tuesday, Wednesday and Thursday of every week.

The Landlord shall retain exclusive use of the 29 spaces during weekends (Friday from 7:01 PM to Monday at 5:59 AM, including all-day on Saturdays and Sundays).

The Landlord reserves the right to re-enter and use the Leased Premises for its own use during

religious holidays, including, but not limited to, Christmas, the Feast of the Annunciation (March 25th) and Orthodox Good Friday.

The Landlord also reserves the right to re-enter and use the Leased Premises for funerals provided that the Landlord gives reasonable advanced notice to the Tenant of its intention to use the Premises.

ARTICLE VI

Assignment and Subleasing:

Tenant shall not have the right to assign or sub-let the Leased Premises nor any portion thereof without the written consent of the Landlord.

ARTICLE VII

Alterations to the Leased Premises:

The Tenant has examined the Leased Premises and accepts it in its present condition (except as otherwise expressly provided herein) and without any representations made by the Landlord or its agents as to the present or future condition of the Leased Premises. The Landlord makes no representation nor warranty with respect to the condition of the Leased Premises, and the Landlord shall not be liable for any latent or patent defect in the Leased Premises.

The Tenant shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of the Landlord with the exception of stripping the Leased Premises. If the Landlord consents to the renovations or alterations, said renovations or alterations shall be made at the sole expense of the Tenant. All additions and improvements, whether temporary or permanent, which may be made upon the Leased Premises either by the Landlord or the Tenant shall be the property of the Landlord and shall remain upon the Leased Premises at the termination of this lease without compensation to the Tenant. Notwithstanding the foregoing, all equipment which are not deemed improvements and are installed by Tenant remains the property of the Tenant and shall be removed from the Leased Premises by the Tenant at the end of the Lease. If the Tenant refuses or neglects to remove such equipment, the Landlord may remove the equipment, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in removing the equipment.

The Tenant shall take good care of the Leased Premises and fixtures and appurtenances therein. The Tenant shall commit no act of waste.

ARTICLE VIII

Maintenance and Repairs:

The Landlord shall be responsible for ensuring that the Leased Premises is properly paved, properly lit and fenced in. The Landlord shall be responsible for security and for keeping the lot in good order including cleaning and sweeping the lot at regular intervals and maintaining all improvements thereto in good condition.

The Tenant shall be responsible for stripping the lot and snow removal. The Tenant will not leave debris, rubbish, flammable or other objectionable material at the Leased Premises nor create a condition at the Leased Premises which is of a dangerous, noxious or offensive nature or which is hazardous or creates undue vibration, heat, noise or interference.

ARTICLE IX

Hazardous Materials:

If Hazardous Materials are discovered in the Leased Premises (or otherwise on the Landlord's Property if the presence of Hazardous Materials therein or thereon affects the Leased Premises) on or after the

Commencement Date (and provided the Hazardous Materials were not, or caused to be brought, installed, placed or released within the Leased Premises, the Building or Property by the Tenant or its Officers, Employees or Agents), and to the extent that abatement work is ordered by a government agency having jurisdiction and authority to so order, or the same is required by applicable law, then the Tenant shall have the right to vacate the Leased Premises and Landlord shall, at its sole cost and expense, promptly perform all abatement work and make all repairs. All rent payable hereunder shall be abated from the date on which the Hazardous Materials are discovered until the date on which the abatement work is complete and all repairs are completed, if said abatement cannot be completed without the Tenant vacating the Leased Premises.

- (a) Landlord hereby agrees to indemnify, defend and hold Tenant and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities or loss including attorneys' fees, consultant fees, and expert fees which arise during or after the term of this Lease from or in connection with the presence or suspected presence of hazardous materials on or under the Leased Premises, the adjacent Building or Property, unless the hazardous materials are present due to any act or omission of Tenant, its officers, employees or agents.
- (b) Tenant shall indemnify, defend and hold harmless Landlord from and against all claims, liabilities, losses, damages and costs, foreseen or unforeseen, including without limitation, legal counsel, engineering and other professional or expert fees, which Landlord may incur, provided that any such hazardous materials discovered were related to any act or omission by Tenant, its Officers, Employees or Agents with regard to Tenant's obligations under this paragraph. The provisions of this Section shall survive the expiration or early termination of this Lease.

ARTICLE X

Damage or Destruction:

If after the use commencement date, any damage to the Leased Premises or to any other part of same or to their fixtures caused by the negligence or improper conduct of the Tenant, or its employees, invitees, licensees or agents, shall be repaired promptly by the Tenant at its sole cost and expense. If the Tenant refuses or neglects to make such repairs or fails to diligently prosecute the same to completion within thirty (30) days after written notice from the Landlord to the Tenant of the need therefore, the Landlord may make such repairs at the expense of the Tenant and such expense shall be collectible as additional rent.

The Landlord shall be responsible for the cost of repairs for damage or destruction of the Leased Premises or any part of it which are damaged or destroyed as a result of the carelessness, negligence or improper conduct of the Landlord or its employees, agents guests, invitees or clients.

Whenever the Landlord makes repairs or restorations it shall have the exclusive right to make the repairs and restorations to the Leased Premises with its own in-house staff or contractors, if Landlord bears responsibility for the cost of said repairs and restorations.

ARTICLE XI

Security:

The Landlord is required to provide security by ensuring that the Leased Premises is properly fenced in and lit. The Tenant may provide additional security measures for the Leased Premises at the sole expense of the Tenant, providing that the Landlord approves same in writing.

ARTICLE XII

Right of Entry:

The Landlord may enter the Leased Premises at reasonable hours in the day or night to examine the same, or to make such repairs, as necessary for the safety, or convenience of the users thereof (there being no obligation, however, on the part of the Landlord to make any repairs, additions or alterations), or in the event of an emergency.

ARTICLE XIII

Insurance:

Tenant is self insured for General Liability in the amount of \$1,000,000. Tenant also carries Excess General Liability Insurance in the amount \$2,000,000 over the \$1,000,000 self insured retention for a total of \$3,000,000 in coverage. Landlord acknowledges Tenant's right to self insure. At the inception of this Lease, Tenant shall provide a letter or certificate evidencing coverage of self-insurance and compliance of insurance. A letter from the Tenant will be provided naming the Landlord as an additional insured.

The Tenant's self insurance and excess shall be as related to Tenant's negligence, notwithstanding any insurance maintained by the Landlord. The Landlord shall have no responsibility for loss, damage to, or theft of the Tenant's personal property. In addition, the Landlord shall maintain its Comprehensive General Liability Insurance.

ARTICLE XIV

Fire or Other Casualty Loss:

The Tenant shall give immediate notice to the Landlord if fire or other casualty occurs at the Leased Premises or if there is damage caused by the elements.

Should the Leased Premises be rendered unfit for the Tenant's use, but yet be repairable within ninety (90) days from damage, the Landlord may enter and repair the same with reasonable speed, in which event, the rent shall not accrue after damage or during repairs, but shall commence immediately after repairs shall be completed.

But if the Leased Premises shall be so slightly damaged as not to be rendered unusable, the Landlord shall repair the Leased Premises with reasonable promptness in which case the rent accrued and accruing shall not cease.

In the event of the destruction of the Leased Premises during the term or previous thereto, or such partial destruction as to render the Leased Premises unfit for the Tenant's use, or should the Leased Premises be so badly damaged that the same cannot be repaired within ninety (90) days of such damage, the term shall, at the sole option of the Tenant, cease and become null and void from the date of such damage or destruction; and the Tenant shall immediately surrender said Leased Premises and all of the Tenant's interest therein, and shall pay rent only to the time of such surrender.

ARTICLE XV

Quiet Enjoyment:

The Landlord covenants that the Tenant, by paying the rent and performing the terms and conditions contained in this lease agreement shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Tenant's use pursuant to the terms of this Lease.

ARTICLE XVI

Condemnation:

If the property or any part thereof wherein the Leased Premises are located shall be taken by public or

quasi-public authority under any power of eminent domain or condemnation, this Lease shall terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

ARTICLE XVII

Breach and Termination:

If the Tenant violates any material covenant or condition of this Lease and fails to discontinue such violation within thirty (30) days after notice to the Tenant, this Lease shall, at the option of the Landlord, become void, and the Landlord may re-enter the Leased Premises without further notice or demand to the Tenant. The rent in such case shall become due, be apportioned and paid up to the day of such re-entry. No waiver by the Landlord of any violation or breach of condition by the Tenant shall be construed as a waiver of any other violation or breach of condition; nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease void and to re-enter the Leased Premises after the breach or violation.

If the Landlord violates any material covenant or condition of this Lease and fails to discontinue such violation within thirty (30) days after notice to the Landlord, this Lease shall, at the option of the Tenant, become void, and the Tenant may surrender the Leased Premises without further notice or demand to the Landlord. The rent in such case shall become due, be apportioned and paid up to the day of surrender. No waiver by the Tenant of any violation or breach of condition by the Landlord shall be construed as a waiver of any other violation or breach of condition; nor shall lapse of time after breach of condition by the Landlord before the Tenant shall exercise its option under this paragraph operate to defeat the right of the Tenant to declare this lease void and to surrender the Leased Premises after the breach or violation.

ARTICLE XVIII

Notices:

All notices and demand, incidental to this Lease, or the occupation and or use of the Premises, shall be in writing. If the Landlord desires to serve upon the Tenant any notice or demand, it shall be sufficient to send a copy by registered mail, addressed to the Tenant at:

City of Jersey City
Business Administrator
280 Grove Street
Jersey City, New Jersey 07302

With copy to:

Jersey City Law Department
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to:

Mr. John Mehos
President
Evangelismos Greek Orthodox Church
661 Montgomery Street
Jersey City, New Jersey 07306

The Tenant shall comply with all laws, ordinances, rules and regulations of the Federal, State, County

and Municipal authorities applicable the Tenant's Permitted Use of the Premises.

ARTICLE XIX

Events of Default; Remedies Upon Tenant's Default:

The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within (20) twenty days thereafter; (b) a default by the Tenant in the performance of any of the other material covenants or conditions of this Lease, which the Tenant does not cure within thirty (30) days after the Landlord gives the Tenant written notice of such default; or (c) the eviction of the Tenant.

If an Event of Default occurs, the Landlord, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefore, or for damages, re-enter, possess and enjoy the Leased Premises. The Landlord may then re-let the Leased Premises and receive the rents therefore and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Leased Premises and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

ARTICLE XX

Termination on Default:

If an Event of Default occurs, Tenant shall have thirty (30) days after receipt of written notice from Landlord of said Default, within which to cure same. Landlord may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant thirty (30) days' notice in writing of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the Premises, without liability for damage.

Whether or not this Lease is terminated by reason of Tenant's default, Landlord shall take all reasonable steps to mitigate damages.

ARTICLE XXI

Non-Liability of Landlord:

The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of improper conduct on the part of the Tenant or any tenant's agents, employees, guests, invitees, or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. This limitation on the Landlord's liability will not apply to damage or injury resulting from the negligence or willful misconduct of the Landlord or of the Landlord's agents, employees, guests, licensees, invitees, assignees or successors.

ARTICLE XXII

Transfer of Landlord's Interest. In the event of any transfer or transfers of Landlord's interest in the Leased Premises, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer, provided that the new owner or transferee assumes any and all obligations and liabilities under this Lease of the original Landlord.

ARTICLE XXIII

Hold Harmless Agreement:

The Tenant shall indemnify, defend and hold harmless the Landlord, its Members, officers, employees, contractors, agents, assigns and successors and any other party or entity acting on behalf of the Landlord, from and against any and all liabilities, claims, losses, damages, costs, fees, and expenses incurred therefore, except reasonable attorneys' fees, relating to any alleged or actual (1) personal injury, bodily injury (including death), or property damage (or any consequential damages related to such personal injury, bodily injury or property damage), arising out of any act, error or omission of the Tenant or its employees, agents, consultants or contractors, or (2) any claim for loss, damage to, or theft of any personal property of, or in the care of, the Tenant or its employees, agents, consultants or contractors while such personal property is at or on the Premises, unless resulting from the intentional act of the Landlord. The Tenant's obligation to indemnify pursuant to this section shall survive termination of this Lease.

ARTICLE XXIV

Miscellaneous:

The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law. All of the terms and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties. Either party may cancel this Lease during the term of this Lease if the either party is in default of any material covenants or conditions hereunder.

This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and the Tenant. This instrument may not be changed orally.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers, thereunto duly authorized, all as the day and year first above mentioned.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

Dated: _____

Dated: _____

ATTEST:

**EVANGELISMOS GREEK
ORTHODOX CHURCH**

Reverend Dionysios Marketos

John Mehos
President

Dated: _____

Dated: _____

JJH/jjh 6/11/14

City Clerk File No. Ord. 16.053

Agenda No. 3-C 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.053

TITLE:

**AN ORDINANCE TO EXERCISE THE CITY'S OPTION TO EXTEND
THE TERM OF THE LEASE WITH E.A. TOLENTINO & H. CLAY IRVING
III FOR THE USE OF 57 PARKING SPACES LOCATED AT BLOCK 15202, LOT 31,
MORE COMMONLY KNOWN AS 157-161 SUMMIT AVENUE, FOR ONE (1) YEAR**

COUNCIL offered and moved adoption of the following Ordinance:

WHEREAS, on April 1, 2014 the City of Jersey City ("the City") entered into a lease with E. A. Tolentino and H. Clay Irving III, ("the Owners") for the use of 57 parking spaces in the their empty lot located at 157-161 Summit Avenue for the City's daily weekday use; and

WHEREAS, Article II of the Lease provided that the City had an option to extend the term of the of Lease for an additional three (3) years as individual one (1) year options; and

WHEREAS, the City wishes to exercise its option to extend the term of the of Lease for an additional one (1) year beginning on April 1, 2016 and ending on March 31, 2017; and

WHEREAS, pursuant to the terms of the existing Lease, the Owners agree to grant the City the right to use the 57 parking spaces at a rate of \$55 per space, per month or \$3,135.00 payable on or before the first day of each month, pursuant to the provisions of the Lease attached hereto; and

WHEREAS, there are sufficient funds in the Municipal Rental Account, account #01-201-31-432-304, available to pay the rental charges incurred by this Ordinance; and

WHEREAS, it is in the best interests of the City to exercise its option to extend the term of this of Lease for an additional one (1) year; and

WHEREAS, pending the passage of this Ordinance, the City will be in holdover status.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The City hereby exercises its option to extend the lease of 57 parking spaces in the lot at 157-161 Summit Avenue for the City's daily weekday use, for an additional one year.
 - A. The Property: Block 15202, Lot 31 on the official tax map of the City, more commonly known by the street address of 157-161 Summit Avenue, Jersey City, New Jersey 07306.
 - B. The Leasors: E. A. Tolentino and H. Clay Irving III
 - C. The Term: One (1) year.

AN ORDINANCE TO EXERCISE THE CITY'S OPTION TO EXTEND

**THE TERM OF THE LEASE WITH E.A. TOLENTINO & H. CLAY IRVING
III FOR THE USE OF 57 PARKING SPACES LOCATED AT BLOCK 15202, LOT 31,
MORE COMMONLY KNOWN AS 157-161 SUMMIT AVENUE, FOR ONE (1) YEAR**

- D. The Fee: \$55.00 per space, per month, or \$3,135 per month for one year beginning April 1, 2016 and ending March 31, 2017. The City shall pay the Owners \$3,135 by April 1, 2016.
2. The final form of the Lease shall be in the form attached subject to such modifications as the Business Administrator or the Corporation Counsel deem necessary.

JJH 3/14/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

AN ORDINANCE TO EXERCISE THE CITY'S OPTION TO EXTEND THE TERM OF THE LEASE WITH E.A. TOLENTINO & H. CLAY IRVING III FOR THE USE OF 57 PARKING SPACES LOCATED AT BLOCK 15202, LOT 31, MORE COMMONLY KNOWN AS 157-161 SUMMIT AVENUE, FOR ONE (1) YEAR

Initiator


| | | |
|---------------------|------------------------------|--------------------------------------|
| Department/Division | Department of Administration | Office of the Business Administrator |
| Name/Title | Robert J. Kakoleski | Business Administrator |
| Phone/email | 201-547- 5147 | rjkakoleski@jcnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This Ordinance will allow the City to exercise a one (1) year option under an already existing lease allowing the City to continue using the parking lot located at 157-161 Summit Avenue.

I certify that all the facts presented herein are accurate.



Robert J. Kakoleski
Business Administrator

March 14, 2016

Date

**LEASE between JERSEY CITY and E.A. TOLENTINO AND H. CLAY IRVING III
OWNERS OF 157-161 SUMMIT AVENUE**

THIS LEASE, dated as of the 1st day of **APRIL, 2014** between

E.A. TOLENTINO AND H. CLAY IRVING III, who maintain offices at offices located at 600 Pavonia Avenue Jersey City, New Jersey 07306, hereinafter referred to as the Landlords, and the **CITY OF JERSEY CITY**, with offices at 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the Tenant;

WHEREAS, the Tenant's Department of Health & Human Services is relocating some of its offices to a certain property located at 199 Summit Avenue; and

WHEREAS, the property located at 199 Summit Avenue lacks sufficient parking space for all of the employees who will be working there; and

WHEREAS, the Landlords are the owners of a certain property near 199 Summit Avenue known as Block 15202, Lot 31 on the official tax map of the City, and is more commonly known by the street address of 157-161 Summit Avenue, Jersey City, New Jersey 07304, hereinafter referred to as the Premises; and

WHEREAS, the Premises contains a parking lot suitable for use by the Tenant's employees who will be working at 199 Summit Avenue; and

WHEREAS, the Tenant wishes to use the Premises which contains 57 parking spaces for the Tenant's daily weekday use; and

WHEREAS, the Landlords agree to lease to the Tenant the use of these 57 spaces, hereinafter referred to as the Leased Premises, for the term and rent specified herein.

THE TERMS AND CONDITIONS OF THE LEASE ARE AS FOLLOWS:

The Landlords hereby lease to the Tenant, the parking spaces noted above in accordance with and subject to the terms and condition of this lease.

ARTICLE I

Term:

The Initial Term of this Lease shall be for two (2) years beginning as of **APRIL 1, 2014** and terminating on **MARCH 31, 2016**.

ARTICLE II

Option to Renew or Extension of Lease Term:

During the Initial Term of this Lease the Tenant shall have the option, with the consent of the Landlords, to extend the term of this lease, provide that same is in full force and effect and the Tenant is not in default hereunder and on the same terms and conditions, but with a different payment schedule, for an additional three (3) years as individual one (1) year options (the "Extended Term"). The Tenant shall deliver written notice to the Landlords at least ninety (90) days but not more than one-hundred eighty (180) days prior to the expiration of the Initial Term with time being of the essence to the option to extend the lease. Such notice shall be by certified mail.

The Tenant, with the consent of the Landlords, may further extend the term or terms of the lease agreement for such periods and upon such conditions as the parties may agree. If the Tenant shall remain in the Leased Premises after the expiration of the term of this Lease without having executed a new written lease with the Landlords, such holding over shall not constitute a renewal or extension of this Lease. The Landlords may treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlords may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration thereof.

ARTICLE III

Termination of Lease:

This Lease shall end at the expiration of the initial term or renewed term or may sooner terminate pursuant to the provisions of this lease or pursuant to law. Upon the expiration or other termination of this Lease, the Tenant shall, at its sole cost and expense, cease its operations, remove all personal property and restore the Leased Premises to its original condition, reasonable wear and tear caused by Tenant is excepted.

ARTICLE IV

Rent:

The Tenant shall pay rent to the Landlords for the use of the 57 spaces within the Leased Premises as follows: \$50.00 per space, per month for the duration of this Lease, or \$2,850.00 payable on or before the first day of each month, commencing as of April 1, 2014.

Should the term of this Lease be extended for a third year, the rent shall be as follows: \$55.00 per space, per month for the duration of this Lease, or \$3,135.00 payable on or before the first day of each month.

Should the term of this Lease be extended for a fourth year, the rent shall be as follows: \$60.00 per space, per month for the duration of this Lease, or \$3,420.00 payable on or before the first day of each month.

Should the term of this Lease be extended for a fifth year, the rent shall be as follows: \$65.00 per space, per month for the duration of this Lease, or \$3,705.00 payable on or before the first day of each month.

Should the term of this Lease commence or end on a day other than the first day of a calendar month, then the rental for such partial month shall be pro-rated on a daily basis based upon a thirty (30) day calendar month.

ARTICLE V

Use of the Leased Premises:

The Tenant shall be entitled to use the entire lot for the entire duration of this Lease. The Landlords reserve the right to re-enter the Leased Premises for reasonable inspection of the Leased Premises provided that the Landlords give reasonable notice to the Tenant of their intention to enter the Leased Premises.

ARTICLE VI

Assignment and Subleasing:

Tenant shall not have the right to assign or sub-let the Leased Premises nor any portion thereof without

the written consent of the Landlords.

ARTICLE VII

Alterations to the Leased Premises:

The Tenant has examined the Leased Premises and accepts it in its present condition (except as otherwise expressly provided herein) and without any representations made by the Landlords or their agents as to the present or future condition of the Leased Premises. The Landlords make no representation nor warranty with respect to the condition of the Leased Premises, except that the Landlords represent that the Leased Premises is free of any environmental contamination. The Landlords shall not be liable for any latent or patent defect in the Leased Premises.

The Tenant shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of the Landlords with the exception of grading and surfacing the Leased Premises, and providing fencing. If the Landlords consent to further renovations or alterations, said renovations or alterations shall be made at the sole expense of the Tenant. All additions and improvements, whether temporary or permanent, which may be made upon the Leased Premises either by the Landlords or the Tenant shall be the property of the Landlords and shall remain upon the Leased Premises at the termination of this lease without compensation to the Tenant. Notwithstanding the foregoing, all equipment which are not deemed improvements and are installed by Tenant remains the property of the Tenant and shall be removed from the Leased Premises by the Tenant at the end of the Lease. If the Tenant refuses or neglects to remove such equipment, the Landlords may remove the equipment, and the Tenant shall forthwith reimburse the Landlords the total expense incurred by the Landlords in removing the equipment.

The Tenant shall take good care of the Leased Premises and fixtures and appurtenances therein. The Tenant shall commit no act of waste.

ARTICLE VIII

Maintenance and Repairs:

The Tenant shall be responsible for ensuring that the Leased Premises is properly lit and fenced in. The Tenant shall be responsible for security and for keeping the lot in good order and maintaining all improvements thereto in good condition.

The Tenant shall be responsible for snow removal. The Tenant will not leave debris, rubbish, flammable or other objectionable material at the Leased Premises nor create a condition at the Leased Premises which is of a dangerous, noxious or offensive nature or which is hazardous or creates undue vibration, heat, noise or interference.

ARTICLE IX

Hazardous Materials:

If Hazardous Materials are discovered in the Leased Premises on or after the Commencement Date (and provided the Hazardous Materials were not, or caused to be brought, installed, placed or released within the Leased Premises, by the Tenant or its Officers, Employees or Agents), and to the extent that abatement work is ordered by a government agency having jurisdiction and authority to so order, or the same is required by applicable law, then the Tenant shall have the right to vacate the Leased Premises and Landlords shall, at their sole cost and expense, promptly perform all abatement work and make all repairs. All rent payable hereunder shall be abated from the date on which the Hazardous Materials are discovered until the date on which the abatement work is complete and all repairs are completed, if said abatement cannot be completed without the Tenant vacating the Leased Premises.

- (a) Landlords hereby agree to indemnify, defend and hold Tenant and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities or loss including attorneys' fees, consultant fees, and expert fees which arise during or after the term of this Lease from or in connection with the presence or suspected presence of hazardous materials on or under the Leased Premises, unless the hazardous materials are present due to any act or omission of Tenant, its officers, employees or agents.
- (b) Tenant shall indemnify, defend and hold harmless the Landlords from and against all claims, liabilities, losses, damages and costs, foreseen or unforeseen, including without limitation, legal counsel, engineering and other professional or expert fees, which Landlords may incur, provided that any such hazardous materials discovered were related to any act or omission by Tenant, its Officers, Employees or Agents with regard to Tenant's obligations under this paragraph. The provisions of this Section shall survive the expiration or early termination of this Lease.

ARTICLE X

Damage or Destruction:

If after the use commencement date, any damage to the Leased Premises or to any other part of same or to their fixtures caused by the negligence or improper conduct of the Tenant, or its employees, invitees, licensees or agents, shall be repaired promptly by the Tenant at its sole cost and expense. If the Tenant refuses or neglects to make such repairs or fails to diligently prosecute the same to completion within thirty (30) days after written notice from the Landlords to the Tenant of the need therefore, the Landlords may make such repairs at the expense of the Tenant and such expense shall be collectible as additional rent.

The Landlords shall be responsible for the cost of repairs for damage or destruction of the Leased Premises or any part of it which are damaged or destroyed as a result of the carelessness, negligence or improper conduct of the Landlords or their employees, agents guests, invitees or clients.

Whenever the Landlords make repairs or restorations it shall have the exclusive right to make the repairs and restorations to the Leased Premises with its own in-house staff or contractors, if the Landlords bear responsibility for the cost of said repairs and restorations.

ARTICLE XI

Security:

The Tenant is required to provide security by ensuring that the Leased Premises is properly lit and fenced in. The Tenant may provide additional security measures for the Leased Premises at the sole expense of the Tenant, providing that the Landlords approve same in writing.

ARTICLE XII

Right of Entry:

The Landlords may enter the Leased Premises at reasonable hours in the day or night to examine the same, or to make such repairs, as necessary for the safety, or convenience of the users thereof (there being no obligation, however, on the part of the Landlords to make any repairs, additions or alterations), or in the event of an emergency.

ARTICLE XIII

Insurance:

Tenant is self insured for General Liability in the amount of \$1,000,000. Tenant also carries Excess General Liability Insurance in the amount \$2,000,000 over the \$1,000,000 self insured retention for a

total of \$3,000,000 in coverage. Landlords acknowledge Tenant's right to self insure. At the inception of this Lease, Tenant shall provide a letter or certificate evidencing coverage of self-insurance and compliance of insurance. A letter from the Tenant will be provided naming the Landlords as an additional insured.

The Tenant's self insurance and excess shall be as related to Tenant's negligence, notwithstanding any insurance maintained by the Landlords. The Landlords shall have no responsibility for loss, damage to, or theft of the Tenant's personal property.

In addition, the Landlords shall continue to maintain Comprehensive General Liability coverage on the Leased Premises and name the Tenant as an additional insured.

ARTICLE XIV

Environmental Condition:

The Landlords represent that the Leased Premises is free of any environmental contamination. The Landlords agree to hold the City harmless for any environmental remediation or damages necessitated by or arising from the existing condition of the Leased Premises or the City's use or occupancy of the Leased Premises. Any minor environmental contamination that should arise during the City's use or occupancy of the Leased Premises such as a fuel or oil spill shall be reported to the Landlords immediately and shall be remedied as soon as possible by the City at the City's sole expense.

ARTICLE XV

Land Use:

The Landlords agree to cooperate with the City and to execute any documents necessary and appropriate to effectuate the City's temporary use of the Leased Premises for parking if approval is determined to be required under the City's existing land use regulations.

ARTICLE XVI

Fire or Other Casualty Loss:

The Tenant shall give immediate notice to the Landlords if fire or other casualty occurs at the Leased Premises or if there is damage caused by the elements.

Should the Leased Premises be rendered unfit for the Tenant's use, but yet be repairable within ninety (90) days from damage, the Landlords may enter and repair the same with reasonable speed, in which event, the rent shall not accrue after damage or during repairs, but shall commence immediately after repairs shall be completed.

But if the Leased Premises shall be so slightly damaged as not to be rendered unusable, the Landlords shall repair the Leased Premises with reasonable promptness in which case the rent accrued and accruing shall not cease.

In the event of the destruction of the Leased Premises during the term or previous thereto, or such partial destruction as to render the Leased Premises unfit for the Tenant's use, or should the Leased Premises be so badly damaged that the same cannot be repaired within ninety (90) days of such damage, the term shall, at the sole option of the Tenant, cease and become null and void from the date of such damage or destruction; and the Tenant shall immediately surrender said Leased Premises and all of the Tenant's interest therein, and shall pay rent only to the time of such surrender.

ARTICLE XVII

Quiet Enjoyment:

The Landlord covenants that the Tenant, by paying the rent and performing the terms and conditions contained in this lease agreement shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Tenant's use pursuant to the terms of this Lease.

ARTICLE XVIII

Condemnation:

If the property or any part thereof wherein the Leased Premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease shall terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

ARTICLE XIX

Breach and Termination:

If the Tenant violates any material covenant or condition of this Lease and fails to discontinue such violation within thirty (30) days after notice to the Tenant, this Lease shall, at the option of the Landlords, become void, and the Landlord may re-enter the Leased Premises without further notice or demand to the Tenant. The rent in such case shall become due, be apportioned and paid up to the day of such re-entry. No waiver by the Landlords of any violation or breach of condition by the Tenant shall be construed as a waiver of any other violation or breach of condition; nor shall lapse of time after breach of condition by the Tenant before the Landlords shall exercise its option under this paragraph operate to defeat the right of the Landlords to declare this lease void and to re-enter the Leased Premises after the breach or violation.

If the Landlords violate any material covenant or condition of this Lease and fails to discontinue such violation within thirty (30) days after notice to the Landlords, this Lease shall, at the option of the Tenant, become void, and the Tenant may surrender the Leased Premises without further notice or demand to the Landlords. The rent in such case shall become due, be apportioned and paid up to the day of surrender. No waiver by the Tenant of any violation or breach of condition by the Landlords shall be construed as a waiver of any other violation or breach of condition; nor shall lapse of time after breach of condition by the Landlords before the Tenant shall exercise its option under this paragraph operate to defeat the right of the Tenant to declare this lease void and to surrender the Leased Premises after the breach or violation.

ARTICLE XX

Notices:

All notices and demand, incidental to this Lease, or the occupation and or use of the Premises, shall be in writing. If the Landlord desires to serve upon the Tenant any notice or demand, it shall be sufficient to send a copy by registered mail, addressed to the Tenant at:

City of Jersey City
Business Administrator
280 Grove Street
Jersey City, New Jersey 07302

With copy to:

Jersey City Law Department
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to:

E.A. Tolentino & H. Clay Irving III
Owners
600 Pavonia Avenue
Jersey City, New Jersey 07306

The Tenant shall comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable the Tenant's Permitted Use of the Premises.

ARTICLE XXI

Events of Default; Remedies Upon Tenant's Default:

The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within (20) twenty days thereafter; (b) a default by the Tenant in the performance of any of the other material covenants or conditions of this Lease, which the Tenant does not cure within thirty (30) days after the Landlord gives the Tenant written notice of such default; or (c) the eviction of the Tenant.

If an Event of Default occurs, the Landlords, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefore, or for damages, re-enter, possess and enjoy the Leased Premises. The Landlords may then re-let the Leased Premises and receive the rents therefore and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlords may have incurred in re-entering and repossessing the Leased Premises and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlords, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlords during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

ARTICLE XXII

Termination on Default:

If an Event of Default occurs, Tenant shall have thirty (30) days after receipt of written notice from Landlords of said Default, within which to cure same. Landlords may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant thirty (30) days' notice in writing of the Landlords' intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlords will have the right to remove all persons, goods, fixtures and chattels from the Premises, without liability for damage.

Whether or not this Lease is terminated by reason of Tenant's default, the Landlords shall take all reasonable steps to mitigate damages.

ARTICLE XXIII

Non-Liability of the Landlords:

The Landlords will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of improper conduct on the part of the Tenant or any tenant's agents, employees, guests, invitees, or attributable to any interference with, interruption of, or failure beyond the control of the Landlords, of any services to be furnished or supplied by the Landlords. This limitation on the Landlords' liability will not apply to damage or injury resulting from the negligence

or willful misconduct of the Landlords or of the Landlords' agents, employees, guests, licensees, invitees, assignees or successors.

ARTICLE XIV

Transfer of Landlords' Interest. In the event of any transfer or transfers of Landlords' interest in the Leased Premises, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlords accruing from and after the date of such transfer, provided that the new owner or transferee assumes any and all obligations and liabilities under this Lease of the original Landlords.

ARTICLE XXV

Hold Harmless Agreement:

The Tenant shall indemnify, defend and hold harmless the Landlords, their Members, officers, employees, contractors, agents, assigns and successors and any other party or entity acting on behalf of the Landlords, from and against any and all liabilities, claims, losses, damages, costs, fees, and expenses incurred therefore, including attorneys' fees, relating to any alleged or actual (1) personal injury, bodily injury (including death), or property damage (or any consequential damages related to such personal injury, bodily injury or property damage), arising out of any act, error or omission of the Tenant or its employees, agents, consultants or contractors, or (2) any claim for loss, damage to, or theft of any personal property of, or in the care of, the Tenant or its employees, agents, consultants or contractors while such personal property is at or on the Premises, unless resulting from the intentional act of the Landlords. The Tenant's obligation to indemnify pursuant to this section shall survive termination of this Lease.

ARTICLE XXVI

Miscellaneous:

The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlords would otherwise have by law. All of the terms and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties. Either party may cancel this Lease during the term of this Lease if the either party is in default of any material covenants or conditions hereunder.

This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlords has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and the Tenant. This instrument may not be changed orally.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers, thereunto duly authorized, all as the day and year first above mentioned.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

Dated: _____

Dated: _____

ATTEST:

OWNERS OF 157-161 SUMMIT AVENUE

H. Clay Irving, III

E. A. Tolentino

Dated: _____

Dated: _____

6/11/14

City Clerk File No. Ord. 16.054

Agenda No. 3.D 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.054

**TITLE: ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A
LEASE AGREEMENT WITH HARWOOD CORPORATION FOR 20 PARKING
SPACES LOCATED AT 808 PAVONIA AVENUE.**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City needs 20 parking spaces for the Department of Public Safety personnel working at 1 Journal Square Plaza; and

WHEREAS, Harwood Corporation agrees to provide twenty (20) unreserved parking spaces at its facility located at 808 Pavonia Avenue, Jersey City for \$120.00 per space per month for a total monthly cost of \$2,400.00; and

WHEREAS, the City shall have the option to increase or decrease the number of parking spaces as needed by as many as ten (10) at \$120.00 per space; and

WHEREAS, Harwood Corporation and the City of Jersey City shall have the right to terminate the lease without cause by providing thirty (30) days prior to the effective date of termination

WHEREAS, the parking spaces rented by the City will be exempt from the City's tax on parking lot spaces pursuant to section 304-1 et seq. of the City Code; and

WHEREAS, the lease term shall be effective June 1, 2016 and ending May 31, 2017 subject to the City's option to renew the lease for an additional two (2) years; and

WHEREAS, funds will be made available in account #01-201-31-432-304 in the 2016 temporary, permanent and future Calendar Year budgets.

NOW, THEREFORE BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Lease Agreement attached hereto with Harwood Corporation for twenty (20) unreserved parking spaces at 808 Pavonia Avenue, Jersey City.
2. The term of the lease shall take effect as of June 1, 2016 and shall end on May 31, 2017 subject to the City's option to renew the lease for an additional two (2) years.
3. Harwood Corporation and the City of Jersey City shall have the right to terminate the lease without cause by providing (30) days notice prior to the effective date of termination.
4. The monthly rent for twenty (20) unreserved parking spaces shall be \$120.00 per space for a total monthly amount of \$2,400.00.
5. The City shall have the option to increase or decrease the number of parking spaces as needed at \$120.00 per space.
6. The parking spaces rented by the City shall be exempt from the parking tax authorized pursuant to Section 304-1 et seq. Of the City Code.

7. Funds will be made available in Account No. 01-201-31-432-304 in the 2016 temporary, permanent and future Calendar Year budgets.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect in the manner as prescribed by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined ; words in (brackets) Are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by italic.

I hereby certify that there are sufficient funds available in Municipal Rent Account # 01-201-31-432-304 for Requisition # 0173915 P.O. # _____.

Donna Mauer, Chief Financial Officer

AMM/pr

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LEASE AGREEMENT WITH HARWOOD CORPORATION FOR 20 PARKING SPACES LOCATED AT 808 PAVONIA AVENUE

Initiator

| | | |
|----------------------------|-------------------------|----------------------------|
| Department/Division | Administration | Real Estate |
| Name /Title | Ann Marie Miller | Real Estate Manager |
| Phone/E-Mail | (201) 547-5234 | annmarie@jenj.org |

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

**TO PROVIDE 20 PARKING SPACES FOR POLICE LOATED AT ONE JOURNAL SQUARE AT \$120.00 PER SPACE TOTTALLING \$2,400.00 PER MONTH/ANNUAL RENT \$28,800.00
THE TERM OF THE LEASE SHALL TAKE EFFECT JUNE 1, 2016 TO MAY 31, 2017
SUBJECT TO THE CITY'S OPTION TO RENEW THE LEASE FOR AN ADDITIONAL TWO (2) YEARS**

I certify that all the facts presented herein are accurate.



Signature of Department Director

3/14/16

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT made this _____ day of _____, 2016 between **HARWOOD CORPORATION** located at 26 Journal Square Suite 804, Jersey City, New Jersey 07306 and the **CITY OF JERSEY CITY (City)**, having its principal place of business at City Hall, 280 Grove Street, Jersey City, New Jersey 07302.

WHEREAS, the City requires twenty (20) parking spaces for employees working at the Department of Public Safety located at 1 Journal Square Plaza, Jersey City, New Jersey; and

WHEREAS, Harwood Corporation agrees to lease the City twenty (20) parking spaces located at 808 Pavonia Avenue, Jersey City, New Jersey.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Premises

Harwood Corporation does hereby lease to the City and the City does hereby rent from Harwood Corporation the following described premises :A total twenty (20) parking spaces located at 808 Pavonia Avenue. During the lease term, the city shall have the right to increase or decrease the number of parking spaces that it leases by as many as ten (10) parking spaces.

ARTICLE II

Term

For a term of effective as of June 1, 2016 and ending May 31, 2017 unless otherwise extended for up to an additional two (2) years.

ARTICLE III

Use

Under the terms of this lease, the City shall have the right to use and occupy twenty parking spaces located at 808 Pavonia Avenue, Jersey City, New Jersey.

ARTICLE IV

Payment of Rent

The City covenants and agrees to pay the Harwood Corporation rent for and during the term hereof the sum of Two Thousand Four Hundred Dollars (\$2,400.00) per month during the term of this Lease. The sum of Two Thousand Four Hundred Dollars (\$2,400.00) represents the monthly rent due for twenty(20) parking spaces at One Hundred Twenty Dollars (\$120.00) per parking space per month. If the City increases or decreases the number of parking spaces, it will be by the amount of \$120.00 per space. The parking spaces rented by the City will be exempt from the City's tax on parking lot spaces pursuant to section 304-1 et seq. Of the City Code.

ARTICLE V
Assignment Sub- Lease

The City shall not, without the prior written consent of Harwood Corporation, assign mortgagor hypothecate this Lease, or sublet or sublease the premises or any part hereof.

ARTICLE VI
Termination

The City shall have the right at its convenience to terminate the lease at any time during its term by giving thirty (30) days notice prior to the date of termination.

ARTICLE VII
Validity of Lease

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

ARTICLE VIII
Notices

All notices required under the terms of this Lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery to the address of the parties as shown at the head of this Lease, or to such other address as may be designated in writing notice of change of address shall be given in the same manner.

ARTICLE IX
Entire Contract

This Lease contains the entire contract between the parties. No representative, agent or employee of Harwood Corporation has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by Harwood Corporation and the City.

ARTICLE X

This Lease may not be filed by the City without the prior written consent of the Harwood Corporation.

Harwood Corporation may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the status or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

In all references herein to any parties, persons, entities or corporation the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereunto affixed, the day and year first above written.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

ROBERT J. KAKOLESKI
Business Administrator

WITNESS:

HARWOOD CORPORATION

BY: _____

BY: _____

CITY OF JERSEY CITY394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307**Requisition****Assigned PO #****Requisition #****0173915****Vendor**
HARWOOD CORP.
26 JOURNAL SQUARE, STE 804
JERSEY CITY NJ 07306**Dept. Bill To**
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
365 SUMMIT AVENUE
JERSEY CITY NJ 07306**Dept. Ship To**
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
365 SUMMIT AVENUE
JERSEY CITY NJ 07306**Contact Info**
PEGGY RAUSCH X5234
0000000000

HA262477

| Quantity | UOM | Description | Account | Unit Price | Total |
|----------|-----|-------------|-------------------|------------|----------|
| 1.00 | EA | ENCUMBRANCY | 01-201-31-432-304 | 7,300.00 | 7,300.00 |

THIS PURCHASE ORDER IS FOR ENCUMBRANCY
PURPOSES ONLY TO ESTABLISH FUNDING FOR
EMPLOYEE PARKING AT 808 PAVONIA AVENUE
NAME OF CONTRACT: HARWOOD CORP.
TOTAL CONTRACT: \$28,800.00
ENCUMBRANCY: \$7,300.00
TO COVER FROM 6/1/16 THRU 8/31/16
PAYMENTS WILL BE MADE FROM TIME TO TIME
ON PARTIAL PAYMENT VOUCHERS.

Requisition Total 7,300.00

Req. Date: 03/11/2016

Requested By: PEGGYR

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

City Clerk File No. Ord. 16.055

Agenda No. 3.E 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.055

**TITLE: ORDINANCE AUTHORIZING THE EXECUTION OF A DEED OF
EASEMENT WITH 110 FIRST STREET URBAN RENEWAL
ASSOCIATES, LLC AND THE "A" CONDOMINIUM
ASSOCIATION, INC. AFFECTING BLOCK 11603, LOT 41 A/K/A
THE FIRST STREET PARK**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, The "A" Condominium Association, Inc. ("Association") is the representative of the various owners of the condominium units comprising the condominium known as The "A" Condominium located upon the property commonly known as 389 Washington Street and 108 First Street, Jersey City, New Jersey designated as Block 11603, Lot 41 and Block 11603, Lot 39 on the official Tax Map of the City of Jersey City pursuant to the Master Deed for such condominium, for purposes of granting rights in and to the condominium property; and

WHEREAS, the City of Jersey City ("City") is the grantee in a Deed of Easement dedicating certain land and improvements as a public park, dated February 3, 2012, and recorded on March 14, 2012 in the Office of the Register of Hudson County in Book 8837 at Page 918 et seq. on a portion of the Association's property designated as Block 11603, Lot 41 also known as the First Street Park; and

WHEREAS, 110 First Street Urban Renewal Associates, LLC ("110 First Street") is the fee simple owner of the premises located at 110 First Street, Jersey City, designated as Block 11603, Lot 42 on the City's Tax Map; and

WHEREAS, on October 20, 2015, the City's Planning Board granted site plan approval for the development at 110 First Street's property of a thirty-five (35) story building consisting of residential, retail and parking facilities (the "Project"); and

WHEREAS, as a condition of Project site plan approval, 110 First Street is required to construct and maintain certain improvements on the First Street Park parcel for purposes of its use as a public park; and

WHEREAS, the Association and the City agree to grant 110 First Street an easement for the purpose of constructing and maintaining the park improvements; and

WHEREAS, the City is authorized to execute the Deed of Easement pursuant to N.J.S.A. 40A:12-5 and N.J.S.A. 40A:12A-1 et seq.;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

- 1) the above recitals are incorporated herein by reference;

2) subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Deed of Easement attached hereto affecting Block 11603, Lot 41 a/k/a First Street Park; and

3) the purpose of the easement granted to 110 First Street is to create a non-exclusive easement affecting the First Street Park for the purpose of constructing and maintaining the First Street Park improvements.

A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

C. This ordinance shall take effect at the time and in the manner as provided by law.

D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by
bold face and repealed matter by *italic*.

RR
3-11-16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT WITH 110 FIRST STREET URBAN RENEWAL ASSOCIATES, LLC AND THE "A" CONDOMINIUM ASSOCIATION, INC. AFFECTING BLOCK 11603, LOT 41 A/K/A THE FIRST STREET PARK

Project Manager

| | | |
|---------------------|--|--|
| Department/Division | | |
| Name/Title | Maryann Bucci-Carter Raymond Reddington | Supervising Planner Supervisory Asst. Corp. Counsel |
| Phone/email | 547-4499 547-5063 | Maryannb@jcnj.org Raymondrr@jcnj.org |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The "A" Condominium Association, Inc. ("Association") is the owner of the property known as the First Street Park. The City is the grantee in a Deed of Easement dedicating the First Street Park as a public park. 110 First Street Urban Renewal Associates, LLC ("Developer") is the fee simple owner of the property at 110 First Street. On October 20, 2015, the City's Planning Board granted site plan approval to the Developer for the construction of a thirty-five (35) story building consisting of residential, retail and parking facilities (the "Project"). As a condition of Project site plan approval, the Developer is required to construct and maintain certain improvements on the First Street Park parcel for purposes of its use as a public park. This ordinance authorizes the City to grant an easement to the Developer for the purpose of constructing and maintaining the First Street Park improvements.

Cost (Identify all sources and amounts)

Not applicable

Contract term (include all proposed renewals)

In perpetuity

Type of award Not Applicable

If "Other Exception", enter type

Additional Information

Prepared by: _____

DEED OF EASEMENT

THIS DEED OF EASEMENT (this "Agreement"), made on this _____ day of _____, by and between **110 FIRST STREET URBAN RENEWAL ASSOCIATES, LLC**, having an address at 417 Fifth Avenue, 4th Floor, New York, New York (hereinafter referred to as "110 First Street") **THE CITY OF JERSEY CITY**, a body corporate and politic of the State of New Jersey, having an address at 280 Grove Street, Jersey City, New Jersey (hereinafter referred to as the "City") and **THE "A" CONDOMINIUM ASSOCIATION, INC.**, having an address at 389 Washington Boulevard, Jersey City, New Jersey 07302 (hereinafter the referred to as the "Association").

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Jersey City, Block 11603, Lot 41 (the "Property").

WHEREAS, the Association is the representative of the various owners of the condominium units comprising the condominium (known as The "A" Condominium) located upon the property commonly known as 389 Washington Street and 108 First Street, Jersey City, New Jersey designated as Block 11603, Lot 41 and Block 11603, Lot 39 on the official Tax Map of the City of Jersey City (the "Property") pursuant to the Master Deed for such condominium, for purposes of granting rights in and to the condominium property; and

WHEREAS, the City is the holder of Deed of Easement Dedicating Certain Land and Improvements as a public park, dated February 3, 2012, and recorded on March 14, 2012 in the Office of the Register of Hudson County in Book 8837 at Page 918 et seq. attached hereto as Exhibit A), on a portion of the Property designated as Block 11603, Lot 41 on the official Tax Map of the City of Jersey City (hereinafter the "First Street Park"); and

WHEREAS, 110 First Street is the fee simple owner of the premises located at 110 First Street, in the City of Jersey City, designated as Block 11603, Lot 42, on the official Tax Map of the City of Jersey City (hereinafter referred to as "the Project"); and

WHEREAS, on October 20, 2015, the Planning Board of the City of Jersey City granted Site Plan approval for the development of a thirty-five (35) story building consisting of residential, retail and parking facilities (hereinafter referred to as "The One Building") located at 110 First Street, Jersey City, New Jersey; and

WHEREAS, 110 First Street has agreed to construct and maintain certain improvements on the First Street Park parcel for purposes of its use as a public park, as depicted on the plans prepared by Dresdner Robin, entitled "Preliminary and Final Site Plan Application – 108 First Street Park", dated September 17, 2015 (attached hereto as Exhibit B and made a part hereof), and the plans prepared by Melilla & Bauer Associates, entitled "Landscape Architectural Plans – 108 First Street Park", dated September 17, 2015 (attached hereto as Exhibit C and made a part hereof); and

WHEREAS, the City and the Association have agreed to provide certain rights to 110 First Street, for itself, and its contractors and consultants, pursuant to the terms and conditions set forth herein for access, construction of improvements, and maintenance thereof; and

WHEREAS, the parties desire to enter into this Agreement for purposes of memorializing the rights and responsibilities of the parties;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **License**. The Association grants to 110 First Street a non-exclusive easement across and through the First Street Park for purposes of constructing the First Street Park, and for ongoing maintenance of the First Street Park as specified herein.
2. **Public Use**. The City, the Association and 110 First Street acknowledge and agree that upon completion of the First Street Park improvements, the First Street Park shall be utilized by members of the general public, which shall include the tenants, visitors and patrons of the One Building and the Association as a public park. 110 First Street's commercial tenants at its building located at 110 First Street, Jersey City shall not use the First Street Park for any purposes related to the operation of their businesses.
3. **Improvements**. 110 First Street shall construct the improvements depicted in the plans attached hereto as Exhibits B and C and made a part hereof, at its sole cost and expense. Construction of the improvements shall commence within fourteen (14) calendar days after the City notifies 110 First Street that the City has received from the New Jersey Department of Environmental Protection an acknowledgment of the completion of the remedy for the chromate chemical production waste that exists at the site of the First Street Park. All improvements shall be completed within six (6) months after the construction commencement date. All said improvements shall become the property of the City for use as a public park by the general public upon completion of the construction of the improvements.

Prior to the issuance of construction permits, 110 First Street shall post a performance bond with the City's Division of Planning in an amount satisfactory to the Director of the City's Division of Architecture to cover 120% of the cost of the improvements.

4. **Maintenance**. 110 First Street shall perform or cause to be performed the following services in connection with the First Street Park

- (a) Removing trash from the First Street Park, including planters, twice a day, once in AM and once in the PM, or more as reasonably needed;
- (b) Removing waste from dog run area;
- (c) Emptying trash receptacles at the First Street Park twice a day, once in the AM and once in the PM, or more as reasonably needed;
- (d) Maintaining and replacing all planted material initially installed by 110 First Street pursuant to the Site Plan Approval and located within the First Street Park in accordance with the landscaping checklist attached hereto;
- (e) Providing, maintaining, repairing and replacing the initial set of the following items: stationary furniture, planters, trash disposal receptacles, after the type and style of same has been approved by the Planning Board staff in consultation with the City Risk Manager and City Architect;
- (f) Maintaining, repairing, and replacing as needed all paving;
- (g) Providing pest control, as reasonably needed;
- (h) Promptly notify PSE&G when any lights in the First Street Park are not operating;
- (i) Provide routine and regular periodic maintenance, replacement and/or repair of the improvements to the First Street Park to keep same in conformance with minimum design and operational standards of the City for parks and recreation areas.; and
- (j) Removal of snow and ice from the First Street Park to allow safe access thereto.

Paragraphs (a) through (j) are hereinafter collectively referred to as the Supplemental Services.

All Supplemental Services will be performed by 110 First Street between 8 a.m. and 10 p.m. seven (7) days a week. All Supplemental Services will be performed at the sole cost and expense of 110 First Street. The cost of the initial set of stationary furniture, planters, and trash disposal receptacles shall be paid for 110 First Street

5. **Indemnification.** 110 First Street shall indemnify, defend and hold harmless the City, its employees, officers and agents and the Association, its employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with 110 First Street's performance of the regular operation, maintenance and repair of the First Street Park, other than liability arising out of the sole negligence or intentional or wanton or willful acts of the City and/or the Association.

6. **Insurance.** 110 First Street and any subcontractors retained by it shall maintain, at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with 110 First Street's obligation to perform the Supplemental Services. 110 First Street shall maintain a general liability policy with coverage of a minimum of Two Million (\$2,000,000) Dollars, which shall name the City and Association and any officer, employee, agent or contractor of the City and the Association as additional insureds.
7. **Fines for Non-Performance.** The 110 First Street stipulates that the City may treat the 110 First Street as the owner of First Street Park for the sole purpose of levying or issuing a fine, summons or citation to the 110 First Street in the event the 110 First Street fails to perform the Supplemental Services. This stipulation has been agreed to by 110 First Street for the sole purpose of providing the City with a remedy in the event that 110 First Street fails to perform the Supplemental Services. This stipulation shall not impose any other obligations, burdens, or presumptions of ownership of any kind whatsoever on 110 First Street.
8. **Event of Default.** In the event the City determines that 110 First Street has failed to perform the Supplemental Services, the City shall give the 110 First Street thirty (30) days (seven (7) days with respect to the requirements of paragraphs 4(a), 4(b), and 4(c)) written notice to cure such failure. If after thirty (30) days (seven (7) days with respect to the requirements of paragraphs 4(a), 4(b), and 4(c)), 110 First Street is not in compliance with this Agreement, the City shall have the right to pursue its remedies set forth in paragraph 7. After the first occurrence, wherein 110 First has failed to cure within thirty (30) days including with respect to the requirements of paragraphs 4(a), 4(b), and 4(c), 110 First Street shall provide a \$100,000 maintenance bond in a form acceptable to the City Attorney. This bond shall be used, at the discretion of the City, if 110 First Street fails to perform the Supplemental Services. In the event the City determines that 110 First Street has failed to perform the Supplemental Services, it shall give the 110 First Street thirty (30) days written notice to cure such failure before making use of the bond. If after thirty (30) days 110 First Street is not in compliance with this Agreement, the City may make use of the bond in addition to its remedies set forth in paragraph 7 hereinabove. As the bond is depleted, it must be replenished to the original amount.
9. **Conveyance Subject to.**
 - a) All easements in, on, or below the First Street Park for the benefit of public or private entities for the purpose of installing, operating, maintaining, inspecting, protecting, repairing, replacing or reconstructing the light rail transit

system, any existing gas, electric, water, sewer or other utility lines or utility services, together with the right of ingress and egress across the Property at all times for such purposes and all other purposes in connection with or in any way relating to the public or private utilities' respective use or operation of utility services.

b) All existing easements, encumbrances, and agreements which have been recorded in the Office of the Register of Hudson County prior to the effective date of this dedication.

10. **Running of Benefits.** The provisions of this Agreement ~~Agreement~~ run with the land, shall be permanent obligations, and shall be binding and inure to the benefit of the respective heirs, successors and assigns of the parties.
11. **No Other Compensation.** Except as may be expressly set forth in this Agreement, 110 First Street and its tenants shall not be required to pay any fees, costs or charges of any nature for the rights and benefits under this Agreement, whether characterized as reimbursements, rent, franchise fees, taxes, maintenance fees, or other amounts of any kinds.
12. **Notices.** All notices, consents, and other communications hereunder shall be given in writing and delivered by registered or certified mail, return receipt requested, to the following address:

To the City:

City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

To 110 First Street:

110 First Street Urban Renewal Associates, LLC
Attn: Kenneth Browne
417 Fifth Avenue, 4th Floor
New York, New York 10016

And to:

David A. McPherson, Esq.
Waters, McPherson, McNeill, P.C.
300 Lighting Way, 7th Floor
Secaucus, New Jersey 07096

To the Association:

Attn: President or Building Manager
389 Washington Street

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
14. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the rights and obligations assumed pursuant to this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force and effect, except for subsequent modifications reduced to writing, signed by the parties hereto and properly recorded.
15. **Headings.** The articles, sections and subsection headings are not to be considered part of this Agreement, are included solely for convenience of reference, and are not intended to be full or accurate descriptions of the contents thereof.
16. **Authority.** The persons signing on behalf of the City and 110 First Street hereby represent and warrant that they are authorized to do so.
17. **Modification.** There shall be no modification of this Agreement except by written instrument executed by the parties.
18. **Severability.** The invalidity of any covenant, restriction, exception, reservation, limitation or other provision set forth herein shall not impair or affect in any manner the validity, enforceability, or effectiveness of the balance of this conveyance and each covenant, restriction, reservation, exception, condition, limitation, or other provision shall be enforceable to the greatest extent permitted by law. The covenants, restrictions, exceptions, reservations, limitations, and provisions contained herein are covenants only and are not conditions, and the failure of the parties to satisfy any such covenants, restrictions, exceptions, reservations, limitations, or provisions shall not result in a forfeiture or reversion of title.
19. **Indulgences.** The failure of the parties to enforce any easement, covenant, reservation, exception, or restriction, limitation or provision created by this Agreement shall not be deemed a waiver of the right to enforce the same thereafter as to any breach thereof, nor as to any breach occurring prior or subsequent thereto. Any waiver made by any party to this Deed of Easement must be duly made in writing in order to be considered a waiver of any other provision thereof unless specifically made in writing as aforementioned.
20. **Bind and Inure Clause.** The covenants, restrictions, exceptions, reservations, or other provisions made in this Agreement are legally binding on 110 First Street and all who lawfully succeed to 110 First Street's rights and responsibilities, including 110 First Street's successors and assigns.

21. **Effective Date.** The obligations of the parties contained in this Agreement shall commence upon the execution date of this Agreement by City officials and shall continue so long as the park exists.
22. **Recitals.** The recitals set forth above are incorporated herein by reference as if set forth in full.
23. **Counterparts; facsimile signatures; electronic delivery.** This Deed of Easement Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(Remainder of this page is blank)

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____
day of _____, 2016.

WITNESS:

CITY OF JERSEY CITY

BY: _____

Name:

Title:

WITNESS:

**110 FIRST STREET URBAN RENEWAL
ASSOCIATES, LLC**

BY: _____

Name: Lloyd Goldman

Title: Authorized Signatory

WITNESS:

**THE "A" CONDOMINIUM
ASSOCIATION, INC.**

BY: _____

Name:

Title:

STATE OF NEW JERSEY)

) SS:

COUNTY OF HUDSON)

I CERTIFY that on _____, 2016, _____ personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is the _____ of the City of Jersey City, a body corporate and politic of the State of New Jersey, the entity named in the attached document;
- (b) this document was signed and delivered by this person as his voluntary act and deed on behalf of the City of Jersey City, and this person is authorized to execute the same on behalf of the City of Jersey City.

Notary Public **STATE OF NEW YORK)**

) SS:

COUNTY OF NEW YORK)

I CERTIFY that on _____, 2016, Lloyd Goldman personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is the authorized signatory of the limited liability company named in the attached document;
- (b) this document was signed and delivered by this person as his voluntary act and deed on behalf of the limited liability company, and this person is authorized to execute the same on behalf of the limited liability company.

Notary Public

STATE OF NEW JERSEY)
) SS:
COUNTY OF HUDSON)

I CERTIFY that on _____, 2016, _____ personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is the authorized signatory of The "A" Condominium Association, Inc., the corporation named in the attached document;
- (b) this document was signed and delivered by this person as his voluntary act and deed on behalf of the corporation which action was authorized by board of directors of the corporation to execute the same on behalf of the corporation.

Notary Public

872439_1

EXHIBIT A



20120314010016150 1713
03/14/2012, 11:18:21 AM DEEDMUN
Bk: 8837 Pg: 918
Pamela E. Gardner
Hudson County, Register of Deeds
Receipt No. 855288

DEED OF DEDICATION-PUBLIC PARK

Prepared by:

James C. McCann, Esq.

DEED OF EASEMENT
DEDICATING CERTAIN LAND AND
IMPROVEMENTS AS A PUBLIC PARK

This Deed is made on this 3 day of February, 2012,

BETWEEN ATHENA JERSEY CITY URBAN RENEWAL LLC, a New Jersey Limited Liability Company, whose address is 712 Fifth Avenue, New York, NY 10019, referred to as the "Grantor",

AND CITY OF JERSEY CITY, a Municipal Corporation, whose address is c/o Office of City Clerk, 280 Grove Street, Jersey City, New Jersey 07302, referred to as the "Grantee".

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Jersey City, Block No. 11603, Lot No. 41 (formerly known as Block No. 109, Lot No. 1). Tax Account Number 510636 (the "Property").

WITNESSETH, THAT THE Grantor, for and in consideration of the mutual promises made by each of the respective parties, and the Grantee being herewith fully satisfied, does by these presents remise, release and convey unto Grantee a deed of easement in perpetuity over, across and through the Property with all of its rights and appurtenances, subject to certain easements, agreements, rights of entry, and reservations, and the conditions, exceptions, and reservations hereinafter expressed to hold for Grantee's use and benefit now and forever. The Grantee being herewith fully satisfied, does hereby accept the easement described herein in its "as is" condition, without any representation or warranty with respect to fitness for use or otherwise.

- 1) The easement conveyed in this Deed consists of the following:

Non-exclusive public access to certain improved land with landscaping, benches, curbs, street lighting equipment, fencing, a dog run, hardscape, walkways, any irrigation system, and trash receptacles located in the City of Jersey City, County of Hudson and State of New Jersey, which are shown on Exhibit "A"

attached hereto and made a part hereof.

that:

- 2) In connection with the conveyance of this easement, the Grantor covenants
 - a) Grantor shall perform the regular maintenance, repair and operation of those items specifically described in paragraph 1 aforesaid in conformance with minimum design and operational standards of the Grantee for parks and recreation areas.
 - b) Grantor shall be responsible for paying for electrical service.
 - c) Grantor shall indemnify, defend and hold harmless the City, its employees, officers and agents from and against all claims, damages, losses, suits, actions, judgments, costs and expenses of whatsoever kind or nature, including personal injury and property damage, arising out of or in connection with Grantor's performance of the regular operation, maintenance and repair of the Land and Improvements, other than liability arising out of the sole negligence or intentional or wanton or willful acts of the Grantee.
 - d) Grantor and any subcontractors retained by it shall maintain, at their sole cost and expense, standard, basic, comprehensive commercial general liability insurance, workers' compensation insurance, and employer's liability insurance to protect against any loss in connection with Grantor's obligation to perform regular operation, maintenance and repair of the Land and Improvements.
 - e) In the event the Grantee determines that Grantor has failed to timely perform the regular operation, maintenance and repair of the Land and Improvements, the Grantee shall give Grantor seven days written notice to cure such failure. If after seven days, Grantor is not in compliance with this Deed of

Easement, the Grantee shall have the right to perform the regular operation, maintenance and repair of the Land and Improvements. Grantor shall be responsible for and agrees to pay the Grantee its costs and expenses to perform these services.

3) In connection with the conveyance of this easement, the Grantee covenants that:

- a) Grantee shall replace when deemed necessary by the Grantee's Engineer and/or Architect the items specifically described in paragraph 1 aforesaid in conformance with the minimum design standards of the Grantee for parks and recreation areas;
- b) Grantee shall provide the Property with water and sewer service at the sole cost and expense of Grantor;
- c) Grantee shall provide fire protection and police protection at Grantee's sole cost and expense and shall enforce those local ordinances applicable to parks and recreation areas for the benefit of Grantor and the public;
- d) An easement of ingress and egress in favor of Grantor, its successors and assigns, for the regular operation, maintenance and repair of those items specifically described in paragraph 1 aforesaid.

4) The conveyance of this easement is made subject to the following:

a) All easements in, on, or below the Property, tangible property for the benefit of public or private entities for the purpose of installing, operating, maintaining, inspecting, protecting, repairing, replacing or reconstructing the light rail transit system, any existing gas, electric, water, sewer or other utility lines or utility services, together with the right of ingress and egress across the Property at all times for such purposes and all other purposes in connection with or in any way relating to the public or private utilities' respective use or operation of utility services.

b) All existing easements, encumbrances, and agreements which have been recorded in the Office of the Register of Hudson County prior to the effective date of this dedication.

5) The conveyance of this easement is made subject to the following:

a) Subject to the approval of Grantee's Director of Parks and Forestry, Grantor shall have the right to close the Property to the public from time to time to perform its

regular maintenance and repair obligations.

The invalidity of any covenant, restriction, exception, reservation, limitation or other provision set forth herein shall not impair or affect in any manner the validity, enforceability, or effectiveness of the balance of this conveyance and each covenant, restriction, reservation, exception, condition, limitation, or other provision shall be enforceable to the greatest extent permitted by law. The covenants, restrictions, exceptions, reservations, limitations, and provisions contained herein are covenants only and are not conditions, and the failure of the parties to satisfy any such covenants, restrictions, exceptions, reservations, limitations, or provisions shall not result in a forfeiture or reversion of title.

The failure of Grantor or Grantee to enforce any easement, covenant, reservation, exception, restriction, limitation or provision created by this Deed of Easement shall not be deemed a waiver of the right to enforce the same thereafter as to any breach thereof, nor as to any breach occurring prior or subsequent thereto. Any waiver made by any party to this Deed of Easement must be duly made in writing in order to be considered a waiver of any other provision thereof unless specifically made in writing as aforementioned.

The covenants, restrictions, exceptions, reservations, or other provisions made in this Deed of Easement are legally binding on Grantor and all who lawfully succeed to Grantor's rights and responsibilities, including Grantor's successors and assigns. The covenants, restrictions, exceptions, reservations, limitations, or other provisions made in this Deed of Easement can be enforced by Grantor and all who lawfully succeed to Grantor's rights and responsibilities, including Grantor's successors and assigns. The covenants, restrictions, exceptions, reservations, limitations, or other provisions made in this Deed of Easement are legally binding on Grantee, and all who lawfully succeed to Grantee's rights and responsibilities, including Grantee's successors and assigns. The covenants, restrictions, limitations, reservations, exceptions or other provisions made herein by Grantee can be enforced by Grantee and all future users of the easement, including Grantee's successors and assigns.

The covenants, restrictions, exceptions, reservations, limitations, or other provisions made in this Deed of Easement shall be construed and governed by the laws of the State of New Jersey.

The covenants contained herein shall run with the lands and be construed as running with the lands, and shall be binding upon the parties hereto, their heirs, assigns and successors in title or in interest for as long as the purpose thereof continues.

All notices, demands, requests or other communications which may be or are required to be given, served or sent under this Deed of Easement shall be in writing and shall be deemed to have been properly given or sent:

(a) If personally served upon each of the parties and any other party subject to this Deed; or

(b) if mailed by registered or certified mail with postage prepaid, return receipt requested, addressed to the other party at each party's respective address as follows:

- (1) Athena Jersey City Urban Renewal LLC
712 Fifth Avenue
New York, NY 10019
Attn.: Daniel L. Rabinowitz
- (2) The "A" Condominium Association, Inc.
389 Washington Boulevard
Jersey City, NJ 07302
Attn.: President or Building Manager
- (3) City of Jersey City
Office of the City Clerk
City Hall, 280 Grove Street
Jersey City, NJ 07302
Attn: Robert Byrne, City Clerk

with a copy of each notice addressed to Grantor also sent to:

James C. McCann, Esq.
Connell Foley, LLP
Harborside Financial Center
2510 Plaza Five
Jersey City, NJ 07311

Raymond Reddington, Esq., Supervisory Asst. Corp. Counsel
Jersey City Law Department
280 Grove Street
Jersey City, NJ 07302

INTENTIONALLY LEFT BLANK

Charles W. Faraldi, President
Block of Municipal

Albert N. Faraldi, PLS, PP
N.J.P.L.S. License No. 29346
N.J.P.P. License No. 3182

John J. Faraldi, PLS
N.J.P.L.S. License No. 29346
N.J.P.P. License No. 3182



Faraldi
Group, Inc.

Professional Land
Surveyors & Engineers

811 East 2nd Ave.

Secaucus, New Jersey 07094-5411 Tel (201) 927-2034
Fax (201) 927-2034
E-Mail: Faraldi@compuserve.com

Member of New Jersey
Society of Professional Land
Surveyors

Associated Occupations in
Surveying & Mapping

National Society of
Professional Surveyors

**Description of Lot 1, Block 109,
Tax Map of City of Jersey City, Hudson County, New Jersey.**

Beginning at a point formed by the Northerly line of First Street with the Westerly line of Hudson-Bergen Light Rail Transit System, and running thence,

- 1) N83°05'15"W, 71.74 feet along said Northerly line of First Street, thence
- 2) N08°27'57"E, 200.00 feet, thence
- 3) S83°05'15"E, 24.24 feet to a point in said Hudson-Bergen Light Rail Transit System, thence
- 4) S01°21'09"W, 129.03 feet along said line, thence
- 5) South Easterly on a curve to the left containing a radius of 133.00 feet, an arc distance of 78.52 feet along said line, to the point or place of beginning

Containing an area of 7,844 square feet.

Prepared by,

Albert N. Faraldi, PLS PP
N.J.P.L.S. License No. 29346
N.J.P.P. License No. 3182

A Boundary Surveys • Topographic Surveys • Engineering Surveys • Construction Lay Out • Hazardous Site Surveys A

IN WITNESS WHEREOF, the Grantor and Grantee have signed this Deed of Easement as of the date and year first above written.

GRANTOR:
ATHENA JERSEY CITY
URBAN RENEWAL LLC,
a New Jersey Limited Liability Company

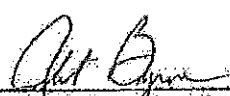
By:


Daniel L. Rabinowitz, Authorized Signatory

ATTEST:

GRANTEE:
CITY OF JERSEY CITY,
a Municipal Corporation

By:


Robert Byrne, City Clerk


Jack Kelly, Business Administrator

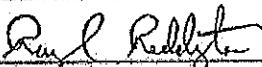
STATE OF NEW JERSEY)
) SS.:
COUNTY OF HUDSON)

I CERTIFY that on MARCH 14, 2012, ROBERT BYRNE, personally came before me and stated under oath, to my satisfaction that:

- (a) this person was the subscribing witness to the signing of attached Deed;
- (b) the Deed was signed by Jack Kelly who is the Business Administrator of the City of Jersey City, the entity named in this Deed, and was fully authorized to and did execute this Deed on its behalf;
- (c) this Deed was made for \$10.00 -nominal consideration- as the full and actual consideration paid or to be paid as defined in N.J.S.A. 46:15-5; and
- (d) the subscribing witness signed this proof under oath to attest to the truth of these facts.


ROBERT BYRNE, City Clerk

Sworn and subscribed to before me
this 14th day of MARCH, 2012.


Raymond Reddington,
Attorney at Law/State of New Jersey

DEED OF EASEMENT

Dated: February 3, 2012

ATHENA JERSEY CITY URBAN
RENEWAL LLC,
a New Jersey Limited Liability
Company,

Grantor,

Record and return to:
City of Jersey City
Law Department
City Hall - 280 Grove Street
Jersey City, NJ 07302
Attn: Raymond Reddington, Esq.

TO

CITY OF JERSEY CITY,
a Municipal Corporation,

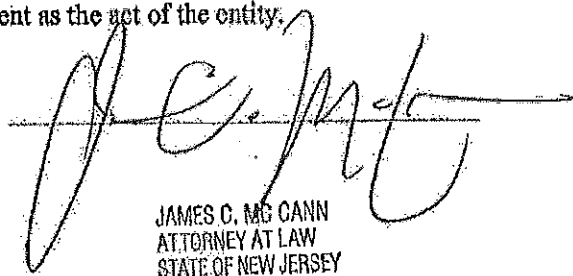
Grantee.

STATE OF
COUNTY OF

)
) SS:
)

I CERTIFY that on February 3, 2012, Athena Jersey City Urban Renewal LLC by Daniel L. Rabinowitz, Authorized Signatory, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was authorized to and did execute this Deed of Easement as Authorized Signatory of Athena Jersey City Urban Renewal LLC;
- (b) this Deed was made for \$10.00 -nominal consideration- as the full and actual consideration paid or to be paid as defined in N.J.S.A. 46:15-5; and
- (c) executed this Deed of Easement as the act of the entity.



JAMES C. MCGANN
ATTORNEY AT LAW
STATE OF NEW JERSEY

ON FILE WITH CITY ARCHITECT

EXHIBIT B

ON FILE WITH CITY ARCHITECT

EXHIBIT C

City Clerk File No. Ord. 16.056

Agenda No. 3 - F 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.056

TITLE: **ORDINANCE 1) AUTHORIZING THE CONVEYANCE OF BLOCK 25101, LOT 51, MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 152 MARTIN LUTHER KING DRIVE, TO THE JERSEY CITY REDEVELOPMENT AGENCY; AND 2) RESCINDING ORDINANCE 16-017**

COUNCIL

offered and moved adoption of the following Ordinance:

WHEREAS, the City of Jersey City is the owner of certain property located within Block 25101, Lot 51, more commonly known by the street address of 152 Martin Luther King Drive [Property]; and

WHEREAS, by the adoption of Ordinance 16-017 on February 10, 2016, the Municipal Council authorized the conveyance of the Property to the Jersey City Redevelopment Agency (JCRA) for the purpose of providing needed transitional, affordable housing; and

WHEREAS, the JCRA agreed to pay the City that sum it receives as consideration, if any, for the Property, based on currently proposed plans; and

WHEREAS, the JCRA was authorized to acquire the Property from the City of Jersey City, pursuant to N.J.S.A. 40A:12A-8 and 22; and

WHEREAS, the City of Jersey City was authorized to transfer Property to the JCRA with or without consideration pursuant to N.J.S.A. 40A:12A-39(a) and N.J.S.A. 40A:12-13(b)(1); and

WHEREAS, one of the block and lot designations of Ordinance 16-017 was incorrect; and

WHEREAS, it is now necessary to correct Ordinance 16-017 to reflect Block 25101, Lot 51, by introducing a new ordinance and rescind Ordinance 16-017.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The conveyance to the Jersey City Redevelopment Agency of certain lands and buildings designated on Jersey City's Official Tax Assessment Map as Block 25101, Lot 51, more commonly known by the street address of 152 Martin Luther King Drive, for the purpose of developing transitional, affordable housing, is hereby approved.
2. The Mayor or Business Administrator is authorized to execute a Deed to the Jersey City Redevelopment Agency, and any other documents, including a deed(s) that are deemed legally necessary or appropriate by the Corporation Counsel to effectuate the transfer of the Property to the Jersey City Redevelopment Agency on or before June 1, 2016, in accordance with the above terms.

ORDINANCE 1) AUTHORIZING THE CONVEYANCE OF BLOCK 25101, LOT 51, MORE
COMMONLY KNOWN BY THE STREET ADDRESS OF 152 MARTIN LUTHER KING DRIVE, TO
THE JERSEY CITY REDEVELOPMENT AGENCY; AND 2) RESCINDING ORDINANCE 16-017

- A. All Ordinances and parts of Ordinances inconsistent herewith, specifically Ordinance 16-017, are hereby repealed.
- B. This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This Ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore, underlining has been omitted.
For purposes of advertising only, new matter is indicated by
bold face and repealed matter by *italic*.

JM/he
2/24/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

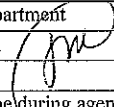
ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE 1) AUTHORIZING THE CONVEYANCE OF BLOCK 25101, LOT 51, MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 152 MARTIN LUTHER KING DRIVE, TO THE JERSEY CITY REDEVELOPMENT AGENCY; AND 2) RESCINDING ORDINANCE 16-017

Initiator

| | | |
|---------------------|--|---------------------------|
| Department/Division | JCRA / Law Department | JCRA / Law Dept. |
| Name/Title | Joanne Monahan  | Asst. Corporation Counsel |
| Phone/email | (201) 547-4230 | joanne@jcnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

Ordinance 16-017, adopted on February 10, 2016, authorized the conveyance of 152 MLK to the JCRA. One of the block and lot designations of Ordinance 16-017 was incorrect. Therefore, it is now necessary to correct Ordinance 16-017 to reflect Block 25101, Lot 51, by introducing a new ordinance and rescind Ordinance 16-017.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

City Clerk File No. Ord. 16.057

Agenda No. 3.6 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.057

TITLE:

**AN ORDINANCE AMENDING CHAPTER 242, (PEACE AND GOOD ORDER)
ARTICLE VI (ROLLER SKATES, IN-LINE SKATES, SKATEBOARDS AND
BICYCLES) OF THE MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR THE
USE OF PUBLICALLY-OWNED BICYCLE PARKING RACKS**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY DOES ORDAIN:

WHEREAS, an increasing number of residents and visitors are using bicycles to get around Jersey City; and

WHEREAS, space to park and secure bicycles on publically-owned bicycle parking racks is at a premium; and

WHEREAS, users of commercial bicycles, i.e., those bicycles owned and or operated by a business for the purpose of facilitating deliveries or bicycles used as part of bike share program are monopolizing space at these publically-owned bicycle parking racks; and

WHEREAS, it is in the City's best interest that limits be placed on the use of these publically-owned bicycle parking racks by commercial bicycles so as to allow as many residents and visitors to use them throughout the day as possible.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that Chapter 242, (Peace and Good Order) Article VI (Roller Skates, In-Line Skates, Skateboards and bicycles) of the Jersey City Municipal Code be amended to read:

§ 242-9.1. - Definitions; bicycle riders subject to traffic regulations; riding bicycles on business district public sidewalks prohibited; riding bicycles on public sidewalks in areas outside of business districts prohibited, except for minors age nine and under; use of bicycle lanes and public bicycle parking racks regulated; and safety of cyclist.

- A. As used herein, "bicycle" means a vehicle propelled by human power upon which a person may ride, having two tandem wheels, either of which is twelve (12) inches or more in diameter, and may be any vehicle generally recognized as a bicycle though equipped with two front or rear wheels.

A "Commercial Bicycle" is a bicycle owned or operated by (1) a business to deliver food or goods or (2) used as part of "bike share service or program."

- B. As used herein, "business district" is defined as means an area that is a designated Special Improvement District or is zoned for retail use.

**AN ORDINANCE AMENDING CHAPTER 242, (PEACE AND GOOD ORDER)
ARTICLE VI (ROLLER SKATES, IN-LINE SKATES, SKATEBOARDS AND
BICYCLES) OF THE MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR THE
USE OF PUBLICALLY-OWNED BICYCLE PARKING RACKS**

- C. As used herein, "Bicycle Parking Rack" means a stationary fixture to which a bicycle can be securely attached to prevent theft. It does not include a Bicycle Docking Station.
- A "Bicycle Docking Station" means a stationary fixture to which bicycles used as part of a bike share program are attached and made available for use and where these bicycles must be returned at the end of their use.
- ED. All persons operating bicycles shall have all of the rights and shall obey all applicable laws of the State of New Jersey and ordinances of this city, particularly those regulating traffic. Bicycle riders shall obey the same rules as the drivers of motor vehicles unless inapplicable.
- (1) Any person operating a bicycle within a roadway shall obey the instructions of the official traffic control signs, and other control devices applicable to vehicles, unless otherwise directed by a police officer.
 - (2) No person shall ride or operate a bicycle within a roadway in any direction except that permitted of vehicular traffic traveling on the same side of the roadway, or that permitted in a bike lane.
 - (3) Any person operating a bicycle within a roadway or bike lane shall stop for pedestrians in crosswalks.
- DE. Every person riding a bicycle within a roadway shall ride as near to the right roadside as practicable exercising due care when passing a standing vehicle or one proceeding in the same direction. A bicyclist may move left under any of the following conditions:
- (1) To make a left turn from a left turn lane or pocket;
 - (2) To avoid debris, drains, or other hazardous conditions on the right;
 - (3) To pass a slower moving vehicle;
 - (4) To occupy any available lane when traveling at the same speed as other traffic;
 - (5) To travel no more than two abreast when traffic is not impeded, but otherwise ride in single file.
- EF. It shall be unlawful for any person to operate or ride a bicycle in any of the following places:
- (1) On any public property where signs are posted by the Traffic Engineer prohibiting such use;
 - (2) On private property where a sign prohibiting bicycle riding has been posted by the owner, lessee or person in charge of such property;
 - (3) On sidewalks in business districts;
 - (4) On sidewalks outside of business district areas, except for minors age nine and under.
- FG. Use of bicycle lanes. Whenever a bicycle lane has been established on a roadway, any person operating a bicycle upon the roadway at a speed less than the normal speed of traffic moving in the same direction shall ride within the bicycle lane, except that such person may move out of the lane under any of the following situations:

**AN ORDINANCE AMENDING CHAPTER 242, (PEACE AND GOOD ORDER)
ARTICLE VI (ROLLER SKATES, IN-LINE SKATES, SKATEBOARDS AND
BICYCLES) OF THE MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR THE
USE OF PUBLICALLY-OWNED BICYCLE PARKING RACKS**

- (1) Whenever overtaking or passing another bicycle, vehicle or pedestrian within the lane or about to enter the lane if such overtaking and passing cannot be done safely within the lane.
- (2) When preparing for a turn at an intersection or into a private road or driveway.
- (3) When reasonably necessary to leave the bicycle lane to avoid debris or other hazardous conditions.

~~GH.~~ No person operating a bicycle shall leave a bicycle lane until the movement can be made with reasonable safety and then only after giving an appropriate signal.

~~HJ.~~ In addition to bicyclists, the following are permitted to use bicycle lanes;

- (1) Individuals using roller blades, scooters, and skateboards; and
- (2) Individuals using motorized wheelchairs with an orange safety flag at least five feet above the street level; and
- (3) Bicyclists with attached trailers for children with an orange safety flag attached to the rear of the portage vehicle at least five feet above the street level.

~~IJ.~~ Equipment. It shall be unlawful for the driver of the bicycle to wear more than one earphone attached to an audio device while operating a bicycle.

~~JK.~~ Carry Articles. No person operating a bicycle shall carry any package device, or article which prevents the rider from keeping both hands upon the handles bars.

~~KL.~~ Clinging to moving motor vehicles is prohibited.

~~LM.~~ Lamps and equipment on bicycles.

- (1) Bicycles in use when dark shall be equipped with a lamp on the front which shall omit a white light visible from a distance of at least five hundred (500) feet to the front and with a red reflector on the rear of a type which shall be visible from fifty (50) feet to three hundred (300) feet to the rear. A lamp omitting a red light visible from distance of five hundred (500) feet to the rear may be used in addition to the red reflector.
- (2) Bicycles shall be equipped with a brake which will enable the operator to make the braked wheel skid on dry, level, clean pavement.
- (3) Bicycles shall be equipped with a bell to serve as audible signal to vehicles, pedestrians, and other bicyclists.

N. No Commercial Bicycle shall be permitted to use any publicly-owned Bicycle Parking Rack for a period of more than two (2) consecutive hours. Any owner of a Commercial Bicycle found to be in violation of this Ordinance shall be subject to a minimum fine of one hundred dollars (\$100) with a recommended fine of one thousand dollars (\$1,000).

I. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

**AN ORDINANCE AMENDING CHAPTER 242, (PEACE AND GOOD ORDER)
ARTICLE VI (ROLLER SKATES, IN-LINE SKATES, SKATEBOARDS AND
BICYCLES) OF THE MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR THE
USE OF PUBLICALLY-OWNED BICYCLE PARKING RACKS**

- II. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- III. This Ordinance shall take effect at the time and in the manner as provided by law.
- IV. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

Note: All new material is underlined; words ~~struck through~~ are omitted.

For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

AN ORDINANCE AMENDING CHAPTER 242, (PEACE AND GOOD ORDER) ARTICLE VI (ROLLER SKATES, IN-LINE SKATES, SKATEBOARDS AND BICYCLES) OF THE MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR THE USE OF PUBLICALLY-OWNED BICYCLE PARKING RACKS

Initiator

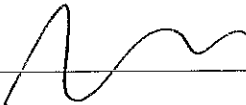
| | | |
|---------------------|---------------------|------------------------------|
| Department/Division | Office of the Mayor | Office of the Chief of Staff |
| Name/Title | Mark Albiez | Chief of Staff |
| Phone/email | 201-547-6544 | malbiez@jcnj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This Ordinance will make it unlawful to secure a commercial bike to a publically-owned bicycle parking rack for two (2) consecutive hours. This Ordinance also imposes a minimum fine for this violation and provides a recommended fine as well.

I certify that all the facts presented herein are accurate.



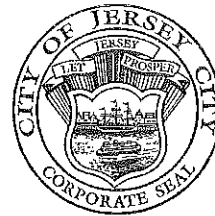
Mark Albiez
Chief of Staff

March 14, 2016
Date

City Clerk File No. Ord. 16.058

Agenda No. 3.H 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.058

TITLE: **ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES) OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR LABOR RELATIONS ASSISTANT**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

A. The following supplements to Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code are adopted:

Labor Grade

Title

*

Labor Relations Assistant

B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

C. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

D. This ordinance shall take effect at the time and in the manner as provided by law.

E. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined; words in [brackets] are omitted.
For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

**Pursuant to N.J.S.A. 40:69A-43a.*

NR/he
3/08/16

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES)
OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR (LABOR
RELATIONS ASST)**

Initiator

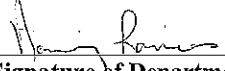
| | | |
|---------------------|-----------------|-----------------------------|
| Department/Division | Human Resources | Workforce Management |
| Name/Title | Nancy Ramos | Director of Human Resources |
| Phone/email | (201) 547-5217 | nancyr@jenj.org |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To establish a New Title for Alexis Len Inselberg in accordance with New Jersey Department of Civil Services Commission Rules and Regulations.

I certify that all the facts presented herein are accurate.



Signature of Department Director

3/1/10

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY
OFFICE OF THE MAYOR**

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP
MAYOR OF JERSEY CITY

E.O. _____

_____, 2016

**EXECUTIVE ORDER OF THE MAYOR
OF THE
CITY OF JERSEY CITY**

CLASSIFIED POSITIONS FOR CITY EMPLOYEES

Pursuant to the Faulkner Act, N.J.S.A. 40:69A-48, as amended by L.1985, c.374, the Mayor is now authorized to set the salaries, wages or other compensation of all employees of administrative departments except department directors and employees whose salaries are required to be set by ordinance.

Pursuant to this authorization, I issue the following Executive Order establishing guidelines for salaries and wages of those employees whose salaries are set by the Mayor:

Labor Grade

Title

14

Labor Relations Assistant

This order shall take effect immediately.

Very truly yours,

STEVEN M. FULOP, MAYOR

SMF/he

cc: Robert J. Kakoleski, Business Administrator
Jeremy Farrell, Corporation Counsel
Robert Byrne, City Clerk
Donna Mauer, Chief Financial Officer
Nancy Ramos, Personnel Director

Ordinance/Resolution Fact Sheet

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketch summary sheets will be returned with the resolution or ordinance. The Department, Division, or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate state of facts.

Full Title of Ordinance/Resolution/Cooperation Agreement:

Labor Relations Asst

Name & Title of Person Initiating Ordinance/Resolution, Etc.:

Nancy Ramos, Human Resources Director

Concise Description of the Program, Project, or Plan Proposed in the Ordinance:

Reasons for the Proposed Program, Project, Etc.:

Alexis Len Inselberg

Anticipated Benefits to the Community:

Cost of Program, Project, Etc.:(Indicate the dollar amount of City, State, Federal funds to be used as well as match and in-kind contributions.)

Date Proposed Program or Project will Commence: _____

Anticipated Completion Date: _____

Person Responsible for Coordinating Proposed Program, Project Etc.: _____

Additional Comments:

Union Affiliation - Management

I Certify That All Facts Present Herein Are Accurate.

3/1/16

Date

Nancy Ramos
Department Director

Date Submitted to Law Department _____

New Title

Title: Labor Relations Asst.

Department: Human Resources

Division: Workforce Mgt

Labor Grade: 14

Min. \$11,850

Max. \$45,477

Union: Management

Alexis Inselberg

38 Broad Street

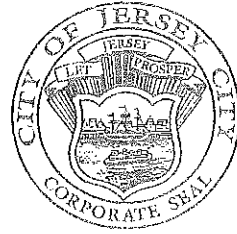
Cranford, New Jersey 07016

Salary \$45,000

City Clerk File No. Ord. 16.059

Agenda No. 3.1 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.059

TITLE: ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) ARTICLE IX (DEPARTMENT OF PUBLIC WORKS) AND ARTICLE VI (BUSINESS ADMINISTRATION) OF THE JERSEY CITY CODE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

- A. The following amendments and supplements to Chapter 3 (Administration of Government) Article IX (Department of Public Works) are hereby adopted:

CHAPTER 3 ADMINISTRATION OF GOVERNMENT

ARTICLE IX DEPARTMENT OF PUBLIC WORKS

Sec. 3-66 Department created; head

There shall be a Department of Public Works, the head of which shall be the Director of Public Works. The Department of Public Works shall be responsible for all public works functions undertaken by the City of Jersey City and shall in addition –

- A. Supervise the city mail room;
- B. Provide for and supervise the City messenger service;
- C. Provide security services for all public buildings owned, operated or occupied by the City of Jersey City;
- D. Supervise the Mary McLeod Bethune Life Center
- E. Administer the Jersey City Clean Communities Program.

Sec. 3-67 Duties of Director; divisions

- A. The Director shall be responsible for the proper and efficient conduct of all public works functions of the city government and shall provide technical advice and service to other departments as needed. The Director shall serve as city liaison with the Jersey City Incinerator and Sewerage Authorities. Within the Department shall be the following divisions:

- A. Division of Automotive Maintenance
- B. Division of Buildings and Street Maintenance
- C. Division of Park Maintenance
- D. Division of Neighborhood Improvement
- E. Division of Sanitation

B. The Director of Public Works may appoint one or more Deputy Directors who shall be responsible for the supervision of one or more divisions as assigned by the Director of Public Works.

Sec. 3-68 Division of Automotive Maintenance

A. Creation of the Division of Automotive Maintenance: Director of Automotive Maintenance in charge. There is hereby created within the Department of Public Works a Division of Automotive Maintenance, the head of which shall be the Deputy Director of Automotive Maintenance

B. Division of Automotive Maintenance functions: Under the direction and supervision of the Director of Public Works the Division of Automotive Maintenance shall:

- (1) Supervise the work done in all city garages or by contract for the storage, repair and maintenance of city-owned vehicles.
- (2) Operate a garage or garages for the storage, servicing, repair and maintenance of all city-owned motor vehicles.
- (3) Maintain individual vehicle records of mileage, costs of operation and maintenance and replacement schedules and charge all such costs to the using department under appropriate regulations by the Business Administrator.
- (4) Operate a motor pool consisting of all motor vehicles, equipment and apparatus of the city and allocate the use of motor vehicles, equipment and apparatus to the departments of the city.
- (5) Operate and maintain communication equipment and supervise radio repair work done by contract.

Sec. 3-69 Division of Buildings and Street Maintenance; functions

A. Creation of the Division of Buildings and Street Maintenance; Director of Buildings and Street Maintenance in charge. There is hereby created within the Department of Public Works, the Division of Buildings and Street Maintenance, the head of which shall be the Director of Buildings and Street Maintenance

B. Division of Buildings and Street Maintenance

- (1) Under the supervision and direction of the Director of Public Works the Division of Buildings and Street Maintenance shall:
 - (a) ~~[Install and maintain traffic signals and other traffic control devices.]~~
 - (b) Erect barriers, ropes, lines, traffic cones, and stanchions when necessary to control or regulate traffic emergencies, parades, crowds and gatherings.
 - (c) Construct, install, maintain and repair all traffic signs and traffic markings by all departments.
 - (d) Provide for the repair and maintenance of all public streets.
- (2) Establish standards and procedures for the control, use and care of all city-owned equipment, materials and supplies in the custody of the Division.
- (3) Supervise the performance of all contracts for public works related capital improvement projects and certify the amounts due and payable thereunder.

- (4) Provide for the preparation of plans and specifications for the construction, repair, alteration and demolition of all City buildings and structures.
- (5) Set standards for the construction, reconstruction and maintenance of all facilities in and/or on public lands and rights-of-way.
- (6) Provide for custodial services for all public buildings owned and operated by the City of Jersey City.
- ~~(7) Secure abandoned properties.~~

Sec. 3-70 Division of Park Maintenance

- A. Creation of the Division of Park Maintenance in charge. There is hereby created in the Department of Public Works a Division of Park Maintenance the Director of which shall be the Director of Park Maintenance
- B. (1) Division of Park Maintenance; functions. Under the direction and supervision of the Director of Public Works, the Division of Park Maintenance shall:
 - (a) Be responsible for planning and maintaining all facilities for recreational purposes offered by the City, which includes parks, playgrounds, green space, sitting areas and indoor recreational facilities.
 - ~~(b) Be responsible for the administration of the Clean Communities Program.~~
 - (c) Be responsible for the trimming of trees on sidewalks.
 - (d) Be responsible for the planting of trees within public easement areas.
 - (e) Be in charge of issuing park usage permits for picnics, reunions, weddings, other social gatherings, and for flea markets and farmers' markets, provided that flea markets and farmers' markets permits are subject to the following permitting requirements:
 - (i) Subject to such rules, regulations, restrictions and requirements of Sec. 239-15 of this Code, flea markets permits shall be issued as follows: Each organization seeking a flea market permit may be issued two (2) such permits per calendar year for any of the following parks in which flea markets may be held: Van Vorst Park; Hamilton Park; Columbia Park; Audubon Park; Ercel Webb Park; Bayside Park; Arlington Park; Riverview Park; Leonard Gordon Park and Sgt. Anthony Park. Each of the aforementioned parks may have no more than six (6) flea markets per year, and there shall be no flea markets permitted and no permits issued for Pershing Field and Grundy Pier Parks; and
 - (ii) Subject to such rules, regulations, restrictions and requirements of Sec. 239-15 and Sec. 175-16 et seq. of this Code, permits to operate farmers' markets within City parks may be issued to nonprofit organizations which have been licensed by the City Health Officer under Sec. 175-16 et seq. when applying for a permit to operate a farmers' market within a City park, the nonprofit organization shall provide proof to the Director of the Division of Park Maintenance prior to the issuance of the permit, that the nonprofit organization has been licensed to operate a farmers' market by the City Division of Health and has secured general liability insurance for the farmers' market in the amount of one million dollars (\$1,000,000.00) from an A.M. Best-rated insurance company which names the City of Jersey City as an additional insured unless waived by the City's Risk Manager. Farmers' markets may be held in the passive recreation portion of any City park, space permitting, except J. Owen Grundy

Pier Park. The exact location of any farmers' market within a City park shall be determined by the Director of the Division of Park Maintenance and the permit issued shall include a map indicating where the market is to be situated. Applications to establish a farmers' market in a City park and all supporting documents must be submitted to the Division of Health at least thirty (30) days before the planned opening of the market.

- (f) Be responsible for codifying costs to the Tax Collector on work performed on private property.

Sec. 3-70.1 Division of Neighborhood Improvement

A. Creation of the Division of Neighborhood Improvement; Director of Division of Neighborhood Improvement in charge. There is hereby created within the Department of Public Works, the Division of Neighborhood Improvement, the head of which shall be the Director of the Division of Neighborhood Improvement.

B. Under the supervision of the Director of Public Works and of the Division, Neighborhood managers shall:

- (1) Direct the daily operations of all aspects of the neighborhood Improvement Districts program within an assigned Neighborhood Improvement District.
- (2) Act as a resident liaison through scheduling and attending neighborhood meetings, soliciting input and program evaluation, soliciting service requests, producing work orders and monitoring City employee performance regarding said requests.
- (3) Monitor any public works contracts specifically designed to enhance a particular Neighborhood Improvement District for timely and satisfactory performance on a scheduled and random basis.
- ~~(4) Inspect backfilling operations of street openings permitted in accordance with Sec. 296-20 through 296-51.~~
- (4) Secure abandoned properties.

C. Neighborhood managers, under the supervision of the Director of Neighborhood Improvement, and in cooperation with relevant City agencies, are authorized to issue summonses for the following City ordinances:

~~(1) Chapter 90 (Animals), Article II (Dogs), sections:~~

- ~~(a) Section 90-16 (Use of leash in public places);~~
- ~~(b) Section 90-19 (Noisy dogs);~~
- ~~(c) Section 90-20 (Removal and disposal of dog feces); and~~
- ~~(d) Section 90-21 (Enforcement)~~

(1) Chapter 296 (Streets and Sidewalks),

(a) Article I (Snow and Ice Removal), sections:

- (a) Section 296-1 (Duties of owners or occupants; time for removal);
- (b) Section 296-2 (Snow removal)
- (c) Section 296-3 (Ice removal)

- (d) Section 296-4 (Injury to pavement; spreading ashes, sawdust or sand); and
- (e) Section 296-5 (Deposit of harmful substances prohibited; rock salt).
- ~~(b) Article VII (Excavations), Subarticle V (Post-excavations repair, maintenance and pavement), Sections:~~
 - ~~(a) Section 296-45 to 296-50 (Post-excavation repair, maintenance and pavement)~~
- (2) Chapter 287 (Solid Waste), Article I (Storage, Collecting and Disposal), sections(s):
 - (a) Section 287-4 (Accumulation of refuse and noxious plants on vacant lots);
 - (b) Section 287-9 (Accumulation of refuse and swill);
 - (c) Section 287-13 (Dumping prohibited);
 - (d) Section 287-17 (Burning of refuse, rubbish and other materials prohibited);
 - (e) Section 287-19 (Depositing litter in public places);
 - (f) Section 287-21 (Litter from vehicles);
 - (g) Section 287-22 (Litter prohibited; litter receptacles);
 - (h) Section 287-23 (Use of litter receptacles);
 - (i) Section 287-24 (Vehicles to be loaded to prevent littering);
 - (j) Section 287-25 (Littering in parks)
 - (k) Section 287-26 (Materials not permitted in litter receptacles);
 - (l) Section 287-27 (Handbills); and
 - (m) Section 287-32 (Persons authorized to enforce provisions).
- (3) Chapter 173 (Retail Florists), section(s)
 - (a) Section 173-3 (Sale of cut flowers prohibited without proper refrigeration).
- (4) Chapter 245 Peddling, Soliciting and Canvassing), Article I (Licensing of Peddlers), section(s)
 - (a) Section 245-8 (Articles not to be sold).
- (5) Chapter 287-41 to 287-49 (Recycling)

D. Graffiti removal services:

- (1) Remove graffiti from municipal, commercial and residential dwellings;
- (2) Provide all personnel needed to perform the services and purchase (and maintain in good repair) any capital equipment as is reasonably necessary to carry out its obligations;
- (3) Maintain accurate records concerning the cost of labor and materials it expends in order to remove graffiti from each privately owned residential dwelling and forward a statement of costs to the Tax Collector so as to enable the City to file a lien and seek reimbursement for such costs from the private owners. The owner of record shall be entitled to a written notice of the order to remove graffiti, which notice shall be delivered to the owner by certified

and regular mail and provide for 90 days to remove the graffiti from the date the notice is sent. The notice shall contain a form to be utilized by the property owner to inform the City that the graffiti has been removed. The owner may object to the order of removal within 30 days of the date of the order. If the owner does not remove the graffiti, present the owner with an itemization of cost by certified mail and if unpaid, the governing body may assess the cost as a municipal lien, all in accordance with N.J.S.A. 40:48-2.59.

Sec. 3-70.2 Division of Sanitation

E. Creation of the Division of Sanitation, Director of Sanitation in charge. Functions. There is hereby created within the Department of Public Works a Division of Sanitation, the head of which shall be the Director of the Division of Sanitation. The Division of Sanitation shall perform the following functions:

F. Trash collection functions:

- (1) Place and remove public litter baskets and receptacles at locations to be designated by the Director of Public Works and the Business Administrator or his designee;
- (2) Remove and dispose of refuse from litter baskets and receptacles, and from City-owned lots and from within City-owned vacant buildings;
- (3) Inspect and enforce sanitation ordinances and remove refuse from privately owned lots;
- (4) Maintain accurate records concerning the cost of labor and materials it expends in order to remove refuse from each privately owned lot and forward a statement of costs to the Tax Collector so as to enable the City to file a lien and seek reimbursement for such costs from the private owners.

G. Demolition functions:

- (1) Demolish buildings and structures as requested by the City's Construction Code Official and/or Director of Architecture, Engineering, Traffic and Transportation.
- (2) Maintain accurate records concerning the cost of labor and materials expended in order to demolish each building and forward a statement of costs to the Tax Collector so as to enable the filing of a lien should reimbursement for such costs from the private owner, not be forthcoming.
- (3) Conduct inspections and enforce demolition ordinances;

H. Street sweeping functions:

- (1) Sweep and clean designated City streets by use of mechanical street sweeping equipment in accordance with the current City schedule and practice;
- (2) Remove and dispose of refuse from streets and City-owned parking areas;
- (3) Snow plowing, salt spreading and snow removal;
- (4) Inspect and enforce removal and disposal of refuse and snow/ice removal ordinances.

I. Solid Waste/Recycling Functions:

- (1) Implement the existing Solid Waste Recycling Program, concerning the collection and disposal of all materials generated within the City from any residential, commercial or residential property;

- (2) Ensure compliance with applicable sections of the Jersey City Code and all state and county laws including but not limited to "The Solid Waste Management Act," N.J.S.A. 13:1E-1 et seq; "The Recycling Enhancement Act," N.J.S.A. 13:1E-96.3 et seq; and "New Jersey Statewide Mandatory Source Separation and Recycling Act," N.J.S.A. 13:1E-99.32 et seq.
- (3) Conduct inspections and enforce storage, collection and disposal of solid waste and recycling ordinances.

J. ~~Graffiti-removal services:~~

- ~~(4) Remove graffiti from municipal, commercial and residential dwellings;~~
- ~~(5) Provide all personnel needed to perform the services and purchase (and maintain in good repair) any capital equipment as is reasonably necessary to carry out its obligations;~~
- ~~(6) Maintain accurate records concerning the cost of labor and materials it expends in order to remove graffiti from each privately owned residential dwelling and forward a statement of costs to the Tax Collector so as to enable the City to file a lien and seek reimbursement for such costs from the private owners. The owner of record shall be entitled to a written notice of the order to remove graffiti, which notice shall be delivered to the owner by certified and regular mail and provide for 90 days to remove the graffiti from the date the notice is sent. The notice shall contain a form to be utilized by the property owner to inform the City that the graffiti has been removed. The owner may object to the order of removal within 30 days of the date of the order. If the owner does not remove the graffiti, present the owner with an itemization of cost by certified mail and if unpaid, the governing body may assess the cost as a municipal lien, all in accordance with N.J.S.A. 40:48-2.59.~~

- B. The following amendment to Chapter 3 (Administration of Government) Article VI (Purchasing; Division of Purchasing and Central Services) of the Jersey City Code

Article VI

Department of Administration

Sec. 3-46. Division of Engineering

Within the Department of Administration, there shall be a Division of Engineering, the head of which shall be the Municipal Engineer. The Division of Engineering shall comply with N.J.S.A. 45:8-27 et seq. governing the licensing and practice of professional engineers and all other applicable laws. Under the direction of the Municipal Engineer of Engineering shall perform or oversee the performance of the following:

A. Engineering functions:

1 through 9 No change

10. Inspect backfilling operations of street openings permitted in accordance with Sec. 296-20 through 296-51

B. Traffic and Transportation functions:

1 through 14 No Change

15. Install and maintain traffic signals and other traffic control devices.

§ 3-49. - Powers and duties of Division of Communications

The Division of Communications shall:

- A. In coordination with the various departments of city government, develop and implement communications, public information and educational programs to enhance the knowledge of city residents concerning the availability of and access to city services.
- B. Coordinate the interrelationship between and dissemination of public information to the public and all aspects of the media, including print media, radio, television and video.
- C. Participate in and coordinate the development of local origination programming and other aspects of the interrelationship between the cable television franchisee and the city's public access and city access cable television channels.
- D. ~~[Supervise the mailroom; establish and maintain mail delivery schedules, routes and mail drop locations; distribute all incoming interdepartmental mail to various departments and divisions of the city; process all outgoing mail; and provide duplicating services for all departments.]~~

Sec. 3-51 Division of Purchasing and Central Services

(a) through (t) **No change**~~[(u)Provide for security services for all public buildings owned or operated by the City of Jersey City.]~~~~[(v)Provide for and supervise the City messenger function].~~

- C. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- D. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- E. This ordinance shall take effect at the time and in the manner as provided by law.
- F. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions

Note: All new material is underlined; words in ~~[brackets]~~ are omitted. For purposes of advertising only, new material is indicated by **boldface** repealed matter by *italic*.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation CounselAPPROVED: _____
Business AdministratorCertification Required ☐Not Required ☐